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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 UNITED STATES OF AMERICA,

4 v.

19 Cr. 374 (JMF)

5 MICHAEL AVENATTI,

6 Defendant.

Trial

7 -----x

8 New York, N.Y.
9 January 24, 2022
9:00 a.m.

10 Before:

11 HON. JESSE M. FURMAN,

12 District Judge
13 -and a Jury-

14 APPEARANCES

15 DAMIAN WILLIAMS

16 United States Attorney for the
17 Southern District of New York

18 BY: MATTHEW D. PODOLSKY

19 ROBERT B. SOBELMAN

20 ANDREW A. ROHRBACH

21 Assistant United States Attorneys

22 DAVID E. PATTON

23 Federal Defenders of New York, Inc.
24 Attorney for Defendant

25 BY: ROBERT M. BAUM

ANDREW J. DALACK

TAMARA L. GIWA

Assistant Federal Defenders

Also Present: Emily Abrams

Christopher DeGrandpre

Paralegal Specialists

Juliet Vicari, Paralegal

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1 (Case called)

2 THE DEPUTY CLERK: Counsel, please state your name for
3 the record.

4 MR. PODOLSKY: Good morning, your Honor, Andrew
5 Rohrbach, Robert Sobelman, and Matthew Podolsky for the
6 government. With us at counsel table is Special Agent DeLeassa
7 Penland from our office.

8 THE COURT: Good morning.

9 MR. BAUM: Good morning, your Honor. Robert Baum. I
10 have also with me my cocounsels, Tamara Giwa and Andrew Dalack.
11 And we are assisted by our paralegal specialist, Juliet Vicari.

12 THE COURT: Good morning. I see Mr. Avenatti is
13 present as well. Good morning.

14 THE DEFENDANT: Good morning, your Honor.

15 THE COURT: This case is on trial. We will be
16 starting with opening statements in a few minutes. A couple of
17 preliminary matters let me quickly address.

18 First, the defense filed a motion this morning for
19 disclosure of 3500 material and 26.2 material. I indicated in
20 an order that I would confirm that the government is aware of
21 its obligations and either has complied with them or with will
22 comply with them. Beyond that, I don't think any further
23 action is required in connection with that motion.

24 Government?

25 MR. ROHRBACH: Yes, your Honor, the government is

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1 aware of its Jencks Act obligations. We have complied, and
2 will continue to do so.

3 THE COURT: Great.

4 So that takes care of that as far as I am concerned.

5 Second, let me give you my ruling with respect to the
6 Brewster motions to quash.

7 By bottom-line order entered yesterday, I gave you my
8 rulings on the motions those motions for reasons that I would
9 explain today, so let me quickly do that.

10 Together the motion papers -- this is at ECF Nos. 262,
11 266, 282, 286, and 291 -- raise three separate issues. The
12 first issue is whether the subpoenas are proper to the extent
13 that they seek documents or other materials from Mr. Brewster
14 and Ms. Clifford.

15 The relevant standard is provided by *United States v.*
16 *Nixon*, 418 U.S. 683 (1974). See, e.g., *United States v.*
17 *Avenatti*, 2020 WL 508682 at *3, (S.D.N.Y. January 31, 2020).
18 Under *Nixon* a Rule 17(c) subpoena must meet the tests of
19 "relevancy, admissibility and specificity." 418 U.S. at 700.

20 More specifically, a party seeking a Rule 17(c)
21 subpoena "must show (1) that the documents are evidentiary and
22 relevant; (2) that they are not otherwise procurable reasonably
23 in advance of trial by exercise of due diligence; (3) that the
24 party cannot properly prepare for trial without such production
25 and inspection and that the failure to obtain such inspection

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1 may tend to unreasonably to delay the trial; and (4) that the
2 application is made in good faith and is not intended as a
3 general fishing expedition." That's from pages 6999 to 700,
4 slightly cleaned up.

5 Applying that starred here, defendant's subpoenas fall
6 short. First, they are not sufficiently specific, for much the
7 same reasons that Judge Gardephe that Mr. Avenatti nearly
8 identically worded subpoenas were improper in Avenatti, 2020 WL
9 508682 at *5-6. To borrow from Judge Gardephe, in seeking "any
10 and all communications" covering an almost four-year period,
11 "Defendant sweeps too broadly. His request has the earmarks of
12 a fishing expeditious premised on a mere hope that something
13 useful will turn up." That is from page 5, also cleaned up.

14 Here, as there, defendant "has offered only
15 speculation" as to what the subpoena recipients might have
16 said. Thus, he does not even assert that these communications
17 contain impeachment material. That is from page 6. In fact,
18 if anything, the subpoenas here are even more wanting because
19 (1) there is little question that most, if not all, of what
20 they seek would constitute inadmissible hearsay and (2) at
21 least as to the subpoena for Ms. Clifford's communications,
22 there is little question that it would apply to communications
23 that are subject to either or both the attorney-client
24 privilege and the work-product doctrine. See, e.g., *United*
25 *States v. Pena*, 2016 WL 8735699 at *2 (S.D.N.Y., February 12,

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2016).

Second, as noted in my bottom-line order, I will defer judgment on whether to preclude defendant from calling Mr. Brewster as a witness. The government's arguments on that score are not without force, but (1) it isn't clear that Mr. Brewster's own motion actually seeks that relief. It focuses primarily, if not exclusively on, the requests for documents; and (2) the record is not very developed on the issue.

At a minimum, I will defer judgment until after Ms. Clifford testifies both because her testimony may moot the issue and because the record will be more well developed at that point. If, at that point, defendant still wishes to call Mr. Brewster as a witness, he will have to make a detailed proffer of precisely what he seeks to elicit from Mr. Brewster so that I can make an assessment of its admissibility under Rules 401 through 403.

Finally, as noted in my order, defendant's request to exclude Mr. Brewster from the courtroom during the testimony of Ms. Clifford is denied. To be clear, that ruling is limited to the testimony of Ms. Clifford. There is no suggestion that Mr. Brewster wishes to be in the courtroom during the testimony of any other witness. Indeed, the government in its opposition is explicit on that score. Unless and until I rule that Mr. Brewster cannot be called as a witness, therefore, I will

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1 assume that he will not be present for the testimony of anyone
2 other than Ms. Clifford. If that is an issue, I expect
3 Mr. Brewster or the government to raise it with me promptly.

4 Whether or not Mr. Brewster testifies, I find -- weighing
5 the factors articulated by the Second Circuit in *United States*
6 *v. Jackson*, 60 F.3d 128 at 135 (2d Cir. 1995), his presence
7 during Ms. Clifford's testimony is permissible under Rule
8 615(c). Among other things, defendant has not made a showing
9 that Mr. Brewster's testimony is "critical" or "will involve
10 controverted and material facts" or that it is "subject to
11 tailoring" that would be affected by his presence during
12 Ms. Clifford's testimony. Given that, if his testimony happens
13 at all, it would be based at least in part on recordings and
14 e-mail communications. That is from *Jackson* at page 135. And
15 given that Mr. Brewster is counsel to the alleged victim of
16 defendant's crimes, Mr. Brewster's presence is "essential
17 rather than simply desirable." That's from the same page.

18 Indeed, as the government argues, see ECF No. 286, at
19 page 3, it may well be that his presence is required to satisfy
20 Ms. Clifford's rights under the Crime Victim's Rights Act 18
21 U.S. Code Section 3771.

22 For these reasons, Mr. Brewster may be in the
23 courtroom during Ms. Clifford's testimony whether defendant is
24 permitted to call him as a witness or not.

25 That's my ruling on that.

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1 Finally, I entered an order shortly ago denying
2 defendant's two outstanding motions. That is the motion to
3 compel production of *Brady, Giglio*, and 3500 material in the
4 possession of Main Justice and the Central District of
5 California and the motion filed on Saturday seeking access to
6 the TABS data with respect to Ms. Clifford.

7 As I said, I would summarize that in court today, and
8 I will follow with a more thorough opinion. I think that the
9 prosecution team issue has come up enough that it's clear to me
10 that I should put that to rest and make a record of my ruling
11 on that issue.

12 The bottom line is the motions are denied, and one or
13 both are untimely for reasons that I will spell out in my
14 opinion. Mr. Avenatti has known that these are live and
15 potential issues for months, if not years, and it wasn't until
16 last week that he sought the relief that he is seeking from me.
17 Again, I will spell out my reasoning on that.

18 Number two, and perhaps more fundamentally,
19 Mr. Avenatti has what he is primarily seeking, namely, the
20 servers and to some extent the Drum analysis. Indeed, he's had
21 it for months. By contrast, the prosecution team here does not
22 have it. The law is clear that where a defendant has
23 information or materials in his possession, there is no *Brady*
24 issue or disclosure obligation on the part of the government.
25 To the extent that he is seeking usable data, he has the same

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1 data that the government has, and the government and he are
2 both at the same disadvantage or in the same situation, namely,
3 not being able to read whatever it is. But, again, that issue
4 wasn't raised with me until Friday and arguably Saturday.

5 And then, finally, for reasons that I will spell out,
6 I do conclude that, except perhaps with respect to Ms. Regnier
7 and Mr. Macias, that the prosecution team for purposes of this
8 case does not include the Central District of California or
9 Main Justice. For that reason the materials that are in their
10 possession are not subject to disclosure in this case.

11 Again, I will be issuing an opinion addressing those
12 points in further detail and making a more fulsome record on
13 these issues, but I hope that puts the matter to rest.

14 I am going to advise the jury that they are all vaccinated
15 just so they know that, since you guys know that. Hopefully
16 that will put them a little bit at ease. I entered an order
17 last night indicated that seating during trial would be managed
18 by the District Executive's office. That includes reserve
19 seating for both sides. I know that they've been handling that
20 this morning, and I should say also for members of the press.

21 One issue I wanted to flag that I don't think will
22 come up this morning, but I want to make sure that you guys
23 think about it and we manage it accordingly, is how we handle
24 privilege issues if or when they arise during the testimony of
25 a witness. So, for example, if Ms. Clifford is asked a

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1 question that potentially intrudes on privilege and
2 Mr. Brewster is present in the courtroom, how we plan to handle
3 that, if that means Mr. Brewster stands up to object, if the
4 government or defense objects as the case may be. I would like
5 to give that thought and have you guys confer about it.

6 The jury is here, which is wonderful news. I am going to
7 have them brought up, but before they come in, anything that
8 you need to raise?

9 MR. PODOLSKY: Yes, your Honor. I want to raise a few
10 things because they could potentially impact the flow of trial
11 today.

12 The first is that, notwithstanding the Court's Rule 16
13 order, the defense produced nearly 3200 pages of material
14 relating solely to Mr. Janklow yesterday evening. I haven't
15 had a chance to review all 3200 pages. What I have had a
16 chance to look at seems largely coextensive with what the
17 government has previously produced. So certainly if the
18 defense wishes to use the government's production, we are not
19 going to object. But we may be forced to object on Rule 16
20 grounds to the extent we haven't had a chance to take a look at
21 the discovery, and I think we will continue to object if the
22 defense intends to continue to produce the evening before a
23 witness testifies substantial amounts of material past the Rule
24 16 deadline.

25 Sort of relatedly, I suppose, the defendant marked as

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1 a potential exhibit, defense exhibit, the entirety of the text
2 message exchanges between Mr. Janklow and Mr. Avenatti spanning
3 a year or two. I had a prior conversation with defense counsel
4 about potential objections to government exhibits, including
5 defense counsel raising whether they think any of the material
6 that the government had redacted from text messages would be
7 admissible and therefore shouldn't be redacted.

8 Instead, it appears defense has just marked the
9 entirety of Mr. Avenatti's statements and Mr. Janklow's, over
10 90 pages. We are certainly going to object to the admission of
11 those materials en masse. So I want to raise these issues in
12 case we can resolve any of them before Mr. Janklow testifies
13 and also simply to bring to the Court's attention the nature of
14 the discovery here.

15 THE COURT: All right. Well, it seems like it might
16 be premature for me to address it, but I certainly appreciate
17 your alerting me to it.

18 Yes, Mr. Dalack?

19 MR. DALACK: Yes, Judge. Thank you.

20 So the e-mails that were produced last night are, if
21 not entirely coextensive largely coextensive with what the
22 government produced to us. I submit is that we produced them
23 in a much more user friendly format than the manner in which
24 they produced it to us. I submitted them in a searchable
25 format and a PDF format.

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1 To the extent we are seeking to affirmatively
2 introduce any of the e-mail exchanges, we can clear any
3 authenticity hurdles with Mr. Janklow and make an argument as
4 to admissibility. I don't anticipate any issues.

5 Then with respect to the text message exchange, it is
6 a similar situation. We produced what is exactly coextensive
7 with what the government produced to us from Mr. Janklow's text
8 exchange with Mr. Avenatti. I don't anticipate admitting at
9 all en masse the text exchange. I would anticipate admitting
10 particular exchanges, either affirmatively or for impeachment
11 purposes. Today I think we should take it as it comes, again,
12 given the fact that the exhibit that we produced is simply and
13 unredacted form of what the government originally produced to
14 us.

15 THE COURT: We will take it as it comes. I hope I can
16 avoid the need for sidebars, but certainly the government can
17 and should object if it has an objection.

18 Anything else that we must address this morning?

19 The jury is on its way up.

20 MR. DALACK: Yes, Judge. I just have one more thing.
21 I need to make a record about this.

22 THE COURT: Yes.

23 MR. DALACK: We did not receive the jury selection
24 data. As a result it is incumbent about the defense to
25 reiterate its request for a modest adjournment to receive the

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1 data.

2 THE COURT: All right. That request is denied.

3 You have not asked me for further relief in assisting
4 you in getting it. I'm certainly happy to provide whatever
5 assistance I can, but the bottom line is it was belatedly
6 requested. To the extent that you haven't gotten it, you've
7 not, other than alerting me to that, you haven't asked me to
8 assist. So the bottom line is it's denied.

9 All right. Anything else from the government?

10 MR. ROHRBACH: Nothing from the government.

11 THE COURT: The anything else from the government?

12 MR. DALACK: No, Judge. Thank you.

13 THE COURT: All right. When the jury is up here we
14 will bring them in and we will get started.

15 (Continued on next page)

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1 (Jury present)

2 THE COURT: You may be seated.

3 Thank you, Ms. Smallman, for directing traffic.

4 Ladies and gentlemen please take note of where you're
5 sitting. That will be your seat, barring some change, for the
6 remainder of trial.

7 I should also note that at this point you new have new
8 juror numbers. So this is Juror No. 1 in the seat closest to
9 me in the first seat, Juror No. 2, 3, 4, 5, 6 through 10 in the
10 second row here, 11 and 12 in the first row back there, and
11 then 13 through 18 up there.

12 So those are now your juror numbers and will be for
13 the remainder of the trial. Again, the seat that you are
14 currently in is going to be your seat for the remainder of
15 trial, so take note of it. Hopefully after one or two times
16 doing that with Ms. Smallman's assistance you guys will figure
17 out the right order to be in and where to go when you enter.
18 With the social distancing and COVID protocols that we have in
19 place, it is a little trickier than usual entering.

20 So I thank Ms. Smallman and I thank you.

21 I also want to thank you guys for being here on time
22 today. You get a gold star for the first day of trial, and I
23 deeply appreciate that. As I said to you last week, beyond
24 providing for a fair trial, my biggest commitment is just
25 respecting your time and getting you out of here as quickly as

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1 I can. I need you to do your part to help me in doing that, so
2 I thank you for doing that this morning.

3 I also just want to share with you all of you
4 information that the parties now know, which is that all of you
5 are fully vaccinated. I am pleased to hear that. I just
6 wanted to share that with you so it could potentially put you
7 at ease if that's something that you wanted to know.

8 We will begin with the oath that Ms. Smallman will
9 administer to you just to formally swear you in as jurors in
10 this matter. With that I would ask you to please rise and
11 raise your right hands.

12 (A jury of 12 and 6 alternates was sworn)

13 THE COURT: All right. With that, the case is
14 officially on trial. All of the instructions that I gave you
15 on Friday continue to apply.

16 We will begin, as I mentioned on Friday, with the
17 opening statements of the lawyers, beginning with the
18 government's opening statement. Then, if the defendant wishes
19 to make a statement, his lawyer will as well. I remind you
20 that the government bears the burden at this trial and does so
21 throughout the trial.

22 I also remind you that what the lawyers say is not
23 evidence. It is merely their prediction of what the evidence
24 will show, just to give you a better sense of the evidence as
25 you hear it, since you will hear it witness by witness and

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Opening - Mr. Rohrbach

1 piece of evidence by piece of evidence.

2 So you should definitely listen carefully, but keep in
3 mind that what they say is not evidence. The testimony and the
4 exhibits that are admitted into evidence are the evidence that
5 you should consider later when you begin your deliberations.

6 With that, we will begin with the government.

7 You may proceed.

8 MR. ROHRBACH: This is a case about a lawyer who stole
9 from his client, a lawyer who lied to cover up his scheme.
10 That lawyer is the defendant Michael Avenatti.

11 The defendant's client, the victim in this case, had a
12 book deal. She would write her autobiography, and the
13 publishing company would pay her in four installments. But the
14 defendant stole two of those payments, almost \$300,000.

15 To do it, the defendant sent a letter to the victim's
16 book agent. The letter looked like it was signed by the
17 victim, and it told the agent to make sure that the money went
18 to a new account.

19 But the victim did not know about that account. The
20 victim did not sign that letter. Instead, the defendant copied
21 the victim's signature from another document to make sure the
22 money came to an account that he controlled and then he stole
23 it.

24 To cover it up, the defendant lied. He lied to the
25 victim. He lied to the book agent. He lied to everyone

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Opening - Mr. Rohrbach

1 involved over and over and over again.

2 That's why we're here, because the defendant stole
3 almost 300,000 from the person he was supposed to be looking
4 out for.

5 Members of the jury, this opening statement is our
6 opportunity to give you a preview of what we expect will happen
7 at this trial. I am going to do that in two parts:

8 First, I will describe what we expect the evidence at
9 this trial will show; and

10 Second, I'll tell you how we are going to prove beyond
11 a reasonable doubt that the defendant is guilty.

12 So, first, what will the evidence show?

13 The defendant, Michael Avenatti, was the lawyer for a
14 woman named Stephanie Clifford, who goes by the name Stormy
15 Daniels. Stormy Daniels is an adult entertainer, an actress,
16 and an author, among other things.

17 In the spring of 2019, Ms. Daniels wanted to publish
18 her book, her life story. The defendant helped Ms. Daniels
19 find the book agent, and the book agent helped find a
20 publishing company and to get a book deal with the publisher.

21 The publisher agreed to pay Ms. Daniels \$800,000 for
22 the book in four installments.

23 The first payment went fine. The publishing company
24 sent the money to the book agent, the book agent took out his
25 fee and sent the rest of the money to Ms. Daniels, exactly as

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Opening - Mr. Rohrbach

1 agreed.

2 But the defendant decided to steal the second payment.
3 You'll learn that the defendant was desperate for money. His
4 law firm was in debt. He had trouble making payroll and paying
5 for his office space. And the defendant had personal financial
6 problems, too.

7 So the defendant asked the book agent to send future
8 payments to a bank account that the defendant controlled rather
9 than the victim's account. He lied to the book agent,
10 pretending that he was asking for Ms. Daniels.

11 But the book agent wouldn't do it without Ms. Daniels
12 approval, so the defendant put his lie in writing. He wrote
13 that fake letter from Ms. Daniels to the book agent. The
14 letter told the book agent to send future payments to the
15 defendant's so-called trust account, a bank account that the
16 defendant controlled. And then the defendant lied to his
17 office manager so she would copy Ms. Daniels' signature from
18 another document and paste it on the letter. Ms. Daniels did
19 not know about this letter and did not give anyone permission
20 to sign her name to it.

21 At first, the defendant's scheme worked. The book
22 agent was fooled. He followed the payment instructions from
23 the defendant's fake letter and sent almost \$150,000 to the
24 defendant's account.

25 And the defendant didn't hold that money in trust for

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Opening - Mr. Rohrbach

1 Ms. Daniels. He spent it on himself. He spent it on travel,
2 on food, and at Starbucks and on other personal expenses. None
3 of that money was paid to Ms. Daniels.

4 To be clear, there was no agreement for the defendant
5 to get any piece of Ms. Daniels' book money. You'll learn that
6 Ms. Daniels hired the defendant to help her with a high-profile
7 legal dispute between her and former President Donald Trump.

8 Ms. Daniels and the defendant had a written contract.
9 Ms. Daniels paid the defendant \$100, and the defendant also got
10 permission to raise money from the defendant to pay for
11 Ms. Daniels' legal bills, which he did. You will learn that he
12 used an online crowd funding site to raise about \$600,000 from
13 the public to pay himself for his work. But under their
14 agreement, that was it.

15 Now, you will see that written contract at this trial,
16 and you will see that they left open the possibility that the
17 defendant would get paid for helping with the book deal. This
18 is what that agreement said. It said, "In the event the
19 defendant assists Ms. Daniels in finalizing any book or media
20 opportunity that results in Ms. Daniels' being paid, the
21 defendant and Ms. Daniels agree that the defendant shall be
22 entitled to a reasonable percentage to be agreed upon between
23 Ms. Daniels and the defendant."

24 "To be agreed upon."

25 You will learn that when the time came, the defendant

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Opening - Mr. Rohrbach

1 told Ms. Daniels that he wasn't going to take a penny from that
2 book deal. He told her that she earned the money. They never
3 agreed that the defendant could take any of the book money.
4 There is no other written contract.

5 Now, as I said a minute ago, the defendant's fake
6 letter worked. Ms. Daniels didn't get the second book payment.
7 And she noticed. So she turned to the defendant for help. He
8 was her lawyer. He was supposed to be her advocate. His job
9 was to fight for her. She was owed \$150,000, and she wanted
10 her lawyer to help her get it. But she didn't know that her
11 lawyer had already stolen her money.

12 So what did the defendant do?

13 He lied.

14 He told her that the publisher was being slow. He
15 told her that he was working on it. But the whole time he had
16 her money and he was spending it.

17 Eventually the lies ran out. Ms. Daniels said that
18 the publisher violated her contract and the defendant knew that
19 if he didn't get her money quickly, she might figure out that
20 he was lying. After all, that second payment belonged to her,
21 not to him.

22 So he resorted to borrowing from friends. He told
23 another lie. He lied to a friend to get a loan and he used
24 that loan to pay Ms. Daniels what she was owed. And he told
25 Ms. Daniels that that money had come straight from the

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1 publisher. That is how he stole the second payment and lied to
2 pay it back.

3 You are going to hear that the defendant did it again.
4 And this time he didn't pay it back. The third payment was due
5 when the book was published. But before that the defendant
6 asked the book agent to make the payment early. He told the
7 book agent that Ms. Daniels needed the money early. But that
8 was a lie, an excuse for the defendant to get his hands on the
9 money.

10 And so the publisher paid the third payment early to
11 the book agent, who again sent Ms. Daniels' money to the
12 account that the defendant controlled. And the defendant again
13 used it on himself, this time on payroll, on airfare, on food.
14 He spent it on himself.

15 Once again, Ms. Daniels noticed that she didn't get
16 the third payment on time.

17 Once again, she asked the defendant about it.

18 The defendant did not say that he already had her
19 money. He did not say that he was entitled to the money. He
20 told her he was working on getting her the money.

21 He told her that the publisher was refusing to make
22 the payment. He even told her that he was threatening to sue.
23 These were all lies.

24 Ms. Daniels reached out to the book agent and to the
25 publisher to try to locate the money herself. But the

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Opening - Mr. Rohrbach

1 defendant told them to ignore Ms. Daniels, making excuses about
2 why she contacted them. He lied to them too.

3 This went on for months. For months the defendant
4 lied to Ms. Daniel and told her he was fighting to get the
5 third payment. And at the same time he was actually fighting
6 against her, making excuses to the book agent for her
7 questions, because the defendant had already spent her money.

8 Then Ms. Daniels finally got around the defendant, and
9 the defendant's scheme unraveled.

10 Ms. Daniels spoke to the publisher and to the book
11 agent, ready to complain about their refusal to pay her. And
12 she found out that they had already paid. They showed her
13 records for all three payments, including the second and the
14 third payment that were sent to the defendant's account. And
15 Ms. Daniels learned then that the defendant had her money all
16 along.

17 I mentioned a fourth payment earlier. After the
18 defendant was caught stealing from Ms. Daniels and couldn't get
19 away with it any longer, the book agent paid the fourth payment
20 directly to Ms. Daniels.

21 That's what the evidence will show at this trial.

22 For what he did, the defendant is charged with two
23 crimes:

24 First, for stealing Ms. Daniels money through fraud,
25 he is charged with wire fraud.

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Opening - Mr. Rohrbach

1 Second, he is charged with a crime called aggravated
2 identity theft for using Ms. Daniels' name and signature
3 without permission when he created that fake letter directing
4 the book agent to send the money to his account.

5 Now that you have a sense of what this case is about,
6 I want to talk briefly about how we will prove beyond a
7 reasonable doubt that the defendant is guilty of these charges.

8 First, you will see the defendant's lies in his own
9 words. You will see dozens of text messages between the
10 defendant and Ms. Daniels. You will see Ms. Daniels complain
11 to him about the publisher's failure to pay her, you will see,
12 as he pretends to fight on her behalf, even though the
13 publisher had already paid the money to the defendant.

14 And in the dozens of messages you will see, the
15 defendant will never say he was entitled to Ms. Daniels' book
16 money. The messages tell the whole story.

17 Second, you are going to follow the money. You will
18 see bank and wire records showing the first payment go directly
19 to Ms. Daniels, as it was supposed to.

20 You will see the second and third payments go to the
21 defendant's account instead and then be used to pay the
22 defendant's expenses.

23 You will see the loan money and how the defendant used
24 it to pay back the second payment and cover up his scheme.

25 You will see another document, too. You will see that

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Opening - Mr. Rohrbach

1 fake letter that the defendant sent the book agent. The letter
2 with Ms. Daniels copy-paste signature telling the book agent to
3 send Ms. Daniels' money to the defendant's account.

4 And, of course, you will hear from witnesses. You
5 will hear from the book agent and from an editor at the
6 publishing company. They will tell you how they thought the
7 defendant was representing Ms. Daniels' interests.

8 You will hear that the defendant convinced them to pay
9 Ms. Daniels early because the defendant said she needed the
10 money. And when Ms. Daniels started asking her agent and her
11 publisher about the money, you will hear that her lawyer, the
12 defendant, made sure they never spoke to her and they didn't
13 respond to her calls and texts.

14 You will also hear from Ms. Daniels. She will take
15 the stand and tell you that the defendant was her lawyer.
16 She'll tell you how the defendant said he would not take any
17 money from the book deal. She will walk you through the text
18 messages between her and the defendant showing you that she
19 thought he was helping her fight with a publishing company that
20 refused to pay her, until she realized that those texts with
21 defendant were lies and the defendant was the one betraying her
22 trust.

23 Now, Ms. Daniels has a lot of jobs. She is an
24 entertainer. She's been in adult films. She is on a show
25 about paranormal activity. But adult film actresses and

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Opening - Mr. Rohrbach

1 paranormal investigators can be victims of fraud and identity
2 theft too, just like anyone else.

3 This case is not about her jobs, what she does for
4 money. It is about a fraud that was committed. When you
5 compare Ms. Daniels' testimony to the text messages and the
6 documents and the other testimony in this case, you will see
7 how they all line up to prove that the defendant stole from
8 her.

9 You will hear it from other witnesses too. The
10 defendant's office assistant will tell you how she pasted
11 Ms. Daniels' signature on that fake letter because the
12 defendant told her to. The defendant's friend who arranged the
13 loan will describe the defendant's desperation for money at the
14 very same time he was stealing from Ms. Daniels.

15 That's some of the evidence you will see and hear.
16 That's how we'll prove to you that the defendant is guilty.

17 After you see and hear all the evidence, we will have
18 another chance to talk with you about how it all fits together,
19 how it shows that the defendant betrayed the victim, stole her
20 money, and lied to cover it up. Between now and then, I ask
21 you to please do three things:

22 First, please pay close attention to the evidence.

23 Second, follow Judge Furman's instructions on the law;
24 and,

25 Third, use your common sense, the same common sense

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Opening - Mr. Dalack

1 you use to make decisions in your everyday lives.

2 If you do those three things, the defendant will get a
3 fair trial and the government will get a fair trial. And at
4 the end of this trial you will return the only verdict
5 supported by the evidence, the law, and your common sense: The
6 defendant is guilty.

7 THE COURT: Thank you.

8 We will now hear from defense counsel.

9 Mr. Dalack.

10 MR. DALACK: Now let me tell you what this case is
11 really about. Mr. Avenatti didn't steal Stormy Daniels' money.
12 He didn't defraud her. He didn't intend to defraud her.
13 Mr. Avenatti certainly did not act without Ms. Daniels'
14 authorization.

15 Michael Avenatti had a contract known as a fee
16 agreement with Stormy Daniels that Ms. Daniels read,
17 understood, and signed. That fee agreement entitled
18 Mr. Avenatti to compensation for his work on Ms. Daniels'
19 behalf and reimbursements for costs and expenses associated
20 with his legal representation of her.

21 What we have in this case, members of the jury, is a
22 disagreement, a fee dispute between an attorney and his
23 disgruntled former client, who wanted all the benefits of
24 zealous, fierce, and loyal representation without having to pay
25 for it.

M10NAVE1

Opening - Mr. Dalack

1 This case is about Ms. Daniels not wanting to uphold
2 her end of the contract that she signed and her decision to lie
3 and enlist the power of federal prosecutors to go after
4 Mr. Avenatti so she could avoid paying him what he is owed.
5 This disagreement, members of the jury, has absolutely no
6 business in federal criminal court, and Mr. Avenatti is not
7 guilty.

8 To understand how we got here, we have to travel back
9 in time to the beginning of 2018. Donald Trump had been
10 President of the United States of America for about a year.
11 Stormy Daniels was an adult entertainer with moderate
12 notoriety, and Michael Avenatti was an accomplished California
13 attorney who had graduated first in his class from George
14 Washington Law School. It would have been difficult to find
15 three more different people.

16 But by the spring of 2018, the three of them were the
17 focus of the nation in a political scandal that revolved around
18 Mr. Trump's 2006 hush money payment to Ms. Daniels to cover up
19 an affair that he had with her in the waning days of his 2016
20 presidential election.

21 Now, Mr. Avenatti first met Ms. Daniels near the end
22 of February 2018. Although the story of Ms. Daniels' affair
23 with Mr. Trump had gained some traction and the
24 campaign-related payout had been covered by the press, it did
25 not make much noise. So Ms. Daniels was looking for someone, a

M10NAVE1

Opening - Mr. Dalack

1 zealous, passionate attorney, an advocate to take up her cause
2 and to take on the President of the United States, the most
3 powerful man in the world.

4 But many of the attorneys that Ms. Daniels met with
5 were very wary about taking on Mr. Trump. So much so that they
6 insisted on exorbitant, extreme, upfront fees to represent her.
7 She couldn't afford those fees.

8 Enter Michael Avenatti, a seasoned trial attorney who
9 had put himself through college and law school and had 18 years
10 of experience under his belt, having obtained verdicts and
11 settlements for his clients in the hundreds of millions of
12 dollars. Mr. Avenatti was at the top of his game when he met
13 Ms. Daniels. Mr. Avenatti was exactly the kind of polished,
14 aggressive, and unafraid litigator that Ms. Daniels needed.

15 Shortly after their first meeting, Mr. Avenatti and
16 Ms. Daniels entered into a fee agreement, a contract in which
17 they agreed to a number of things, but I am going to focus on
18 three of them.

19 First, Ms. Daniels agreed to pay Mr. Avenatti a token
20 \$100 to formalize his representation of her, to formalize their
21 attorney-client relationship.

22 Second, Ms. Daniels agreed that she would authorize
23 the creation of a crowd-sourced fund to gather donations from
24 her supporters across the country to help cover Mr. Avenatti's
25 legal fees, including the costs associated with legal filings,

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Opening - Mr. Dalack

1 travel, and other expenses that Mr. Avenatti would inevitably
2 incur through his representation of Ms. Daniels.

3 Third, and perhaps most importantly to this case, the
4 fee agreement made it perfectly clear in black and white that
5 in the event Mr. Avenatti assists Ms. Daniels in finding any
6 book or media opportunities that results in Ms. Daniels being
7 paid Mr. Avenatti and Ms. Daniels agree that Mr. Avenatti shall
8 be entitled to a reasonable percentage to be agreed upon.

9 Now, Ms. Daniels and Mr. Avenatti reviewed the fee
10 agreement, understood its terms, and they signed the document
11 on February 27, 2018.

12 Immediately thereafter, members of the jury,
13 Mr. Avenatti got to work on Ms. Daniels' behalf.

14 First, he filed a highly publicized lawsuit against
15 Mr. Trump on March 6, 2018, and began zealously representing
16 Ms. Daniels in other courts of law and in the court of public
17 opinion. Ms. Daniels had also told Mr. Avenatti about her
18 ten-year-long dream of publishing a book, a memoir about her
19 life, something she had been unable to achieve on her own.

20 I want to take a moment here, because we all just
21 listened to the government's opening statement and the
22 government made it sound like that when Ms. Daniels met
23 Mr. Avenatti she had a book in hand. Members of the jury, that
24 couldn't be farther from the truth, as the evidence will show,
25 and that when Ms. Daniels met Mr. Avenatti, she conveyed to him

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Opening - Mr. Dalack

1 that it was her dream to publish a memoir. And Mr. Avenatti
2 was committed to making that dream come true.

3 So what did Mr. Avenatti do?

4 He quickly used his media contacts to connect with an
5 accomplished book agent who you will hear from today. And by
6 April 12, 2018, a few short weeks after having inked their fee
7 agreement, Mr. Avenatti helped Ms. Daniels lock down an
8 \$800,000 book deal with \$250,000 going up front right to
9 Ms. Daniels without a single word being written, no questions
10 asked. And it was all thanks to Michael Avenatti.

11 As the country's attention focused on Stormy Daniels
12 and Michael Avenatti and their battle against Mr. Trump with
13 countless media interviews and legal filings and day-to-day
14 fires that required immediate attention, Mr. Avenatti continued
15 to work hard on Ms. Daniels' behalf and on her book deal.

16 At every turn the book agent was in touch with
17 Mr. Avenatti about how to deal with Ms. Daniels, who you will
18 hear today was unpredictable and at times uncontrollable. You
19 will hear that at various points nobody could manage to get
20 Ms. Daniels to uphold her end of the book contract. See, she
21 was required as a part of the book contract to do certain
22 things, meet deadlines with her writer and also promote the
23 book because the publisher wanted to make money too.

24 But you will hear that they struggled to get
25 Ms. Daniels to focus on her obligations under the book

M10NAVE1

Opening - Mr. Dalack

1 contract. And when they did, who do you think they turned to?
2 Mr. Avenatti, who was always there to assist, whether it was to
3 edit manuscripts, look at book covers, edit the inserts of the
4 front flap. Whatever it took, Mr. Avenatti was there to make
5 it happen. He was loyal to Ms. Daniels and was committed to
6 not letting her dream of publishing a memoir die.

7 At the same time that he was doing what he needed to
8 do with respect to the book deal, Mr. Avenatti was doing a lot
9 of other things for Ms. Daniels. When Ms. Daniels wanted to
10 sue somebody, she went to Michael. When she was harassed by
11 the police, she went to Michael. Whatever her problem was she
12 went to Michael, including money issues.

13 And you will hear that Mr. Avenatti advanced
14 Ms. Daniels hundreds of thousands of dollars, loaned
15 Ms. Daniels, advanced to her hundreds of thousands of dollars
16 of his own money for all sorts of things, to pay for her
17 personal security on end, to help her buy a car, to obtain
18 possible blackmail material.

19 And through his tireless efforts Mr. Avenatti reset
20 the narrative about Ms. Daniels. Mr. Avenatti brought her
21 enormous credibility in her battle against Mr. Trump.
22 Mr. Avenatti transformed a rather obscure adult entertainer
23 into a household name.

24 This was not by accident, members of the jury. It was
25 the result of hundreds of hours of work by Mr. Avenatti,

M10NAVE1

Opening - Mr. Dalack

1 enormous sacrifice in an unrivaled commitment to his client.
2 Mr. Avenatti accomplished for Ms. Daniels what few other
3 attorneys in America could.

4 Now, unfortunately, Ms. Daniels failed to live up to
5 her end of the deal, including with respect to her book. The
6 evidence will show that, even though her book initially presold
7 around 10,000 copies and was on the New York Times bestseller
8 list for about a week, the book was a disaster in large part
9 because Ms. Daniels did not do what she agreed to do to promote
10 the book. Ms. Daniels failed to live up to her obligations
11 under her contract with McMillan, the publishing company, so
12 much so that you will hear that the publisher even threatened
13 to withhold payments from her, and that around the same time
14 Ms. Daniels' book was failing. You will hear how she began to
15 unravel, accusing some of her closest friends and associates,
16 people she has known for years, of all sorts of wrongdoing,
17 including stealing money from her.

18 You are going to hear, members of the jury, that when
19 Ms. Daniels doesn't get her way, when she gets upset about
20 something, she turns on the people closest to her. She makes
21 false accusations against people that she's known for years.

22 This brings me to why we're here. The government's
23 case lives and dies on one thing and one thing alone:
24 Ms. Daniels' claim that Mr. Avenatti orally, without
25 documentation and any writing whatsoever, told Ms. Daniels that

M10NAVE1

Opening - Mr. Dalack

1 he would not accept any money from the book deal, only to then
2 later accept those same books payments on her behalf and
3 without authorization and then keep one for himself.

4 But members of the jury, over the course of this
5 trial, you will hear that there are a whole lot of reasons why
6 you can't believe Ms. Daniels.

7 First, Ms. Daniels had a motive to lie against
8 Mr. Avenatti. You see, Ms. Daniels had lost one of the cases
9 against Mr. Trump, and she was hit with \$300,000 in attorneys'
10 fees.

11 It made her mad. But the evidence will show that she
12 didn't want to pay it and that she blamed Mr. Avenatti for the
13 loss and made up a story about the book deal to get him back
14 and avoid having to pay the judgment herself.

15 Second, the evidence will actually show that
16 Mr. Avenatti was clearly authorized to accept money on
17 Ms. Daniels' behalf, including from the book deal, and that
18 Ms. Daniels herself instructed Mr. Avenatti to help her hide
19 money from her estranged husband, who had cleaned out one of
20 her bank accounts.

21 Specifically, you will hear that near the end of July
22 2019, Ms. Daniels told Mr. Avenatti that she was closing her
23 account with her estranged husband and asked for Mr. Avenatti's
24 help in keeping money from him.

25 And the evidence will show that a little over a week

M10NAVE1

Opening - Mr. Dalack

1 after that conversation took place, Mr. Avenatti sent a letter
2 to the book agent noting that Ms. Daniels' old account had been
3 closed and instructing the book agent, based on Ms. Daniels'
4 authorization, to transmit the funds to a trust account in
5 Ms. Daniels' name at Mr. Avenatti's firm.

6 (Continued on next page)

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MloWave2

Opening - Mr. Dalack

1 MR. DALACK: And third, the evidence will show that at
2 around the same time, Ms. Daniels accused Mr. Avenatti of
3 stealing one of her book payments, she began claiming that she
4 could speak with dead people, see inside homes with x-ray
5 vision, that she could interact with a haunted doll named
6 Susan, who walked, talked, plays the piano and calls her mommy.

7 Now, members of the jury, I submit, talking to dolls
8 might not be that unusual. My kids do it all the time, but
9 when the dolls talk back to you, now that's a problem. And I
10 submit to you that at times you might find some of the
11 testimony in this case and some of the evidence to be a little
12 bit funny or humorous, but I can assure you that there is
13 nothing funny about Ms. Daniels's decision to transform a
14 disagreement over fees with Mr. Avenatti into a federal
15 criminal case, where Mr. Avenatti has a lot more than money on
16 the line.

17 The government asks you to use your common sense at
18 the end of their opening statement. Look, I agree with them.
19 Do that. Does it make sense to you that Mr. Avenatti would
20 sign an agreement entitling him to a fee from a book deal only
21 to later, orally, and without any written documentation,
22 abandon that interest, and then steal what he was previously
23 entitled to in plain sight? It doesn't make any sense. In
24 fact, I submit to you, members of the jury, it can only make
25 sense if Michael Avenatti was an idiot, and I can assure you

MloWave2

Opening - Mr. Dalack

1 that many people have said and will probably continue to say a
2 lot of things about Michael Avenatti, but one thing you can't
3 say -- that he's stupid.

4 At the end of this trial, after all of the evidence
5 has come in, you will be tasked with making an important
6 decision that will have a lasting impact on Mr. Avenatti's
7 life, and after you consider all the evidence, all of the work
8 that Mr. Avenatti did on Ms. Daniels's behalf, all of his
9 efforts on the book deal, and all of the money that he advanced
10 to her and expended on her through his tireless representation
11 of Ms. Daniels, I am confident that you will all reach the same
12 conclusion, that this case is a disagreement over money, not a
13 federal crime --

14 MR. ROHRBACH: Objection, your Honor.

15 THE COURT: Overruled.

16 MR. DALACK: -- and that the federal government should
17 have never wasted its time and resources pursuing it.

18 Mr. Avenatti is not guilty.

19 Thank you.

20 THE COURT: Thank you, Mr. Dalack.

21 All right. That concludes the lawyers' opening
22 statements. Again, a reminder that what the lawyers say is not
23 evidence. You're about to hear the beginning of that evidence,
24 and with that, I'll ask the government to call its first
25 witness.

MloWave2

Janklow - Direct

1 MR. PODOLSKY: The government calls Luke Janklow.

2 LUCAS JANKLOW,

3 called as a witness by the government,

4 having been duly sworn, testified as follows:

5 THE COURT: The government may proceed.

6 DIRECT EXAMINATION

7 BY MR. PODOLSKY:

8 Q. Good morning, Mr. Janklow.

9 A. Good morning.

10 Q. What do you do for a living?

11 A. I'm a literary agent.

12 Q. Where do you work?

13 A. Janklow & Nesbit Associates.

14 Q. Where is that based?

15 A. New York; we have an office in London.

16 Q. How long have you been a literary agent?

17 A. In excess of 20 years.

18 Q. Can you explain briefly what a literary agent does?

19 A. Sure. We represent authors. They write books, and we help
20 them craft the books and sell them to publishers.

21 Q. Are you familiar with the term "book deal"?

22 A. Very familiar with a book --

23 Q. What is a book deal?

24 A. A book deal's a financial arrangement between a publisher
25 and an author, where a payment is agreed upon and the substance

MloWave2

Janklow - Direct

1 of a book is defined.

2 Q. And do you assist your clients in obtaining book deals?

3 A. That is my central purpose.

4 Q. How do literary agents earn money?

5 A. We take a percentage of the money that comes in from the --
6 generated from the book.

7 Q. Now, what is a publisher?

8 A. A publisher is a large company, usually part of a larger
9 corporation, that purchases the books, manufactures them,
10 markets them, sells them.

11 Q. Are you familiar with a book called Full Disclosure?

12 A. I am.

13 Q. What is that?

14 A. That was Stormy Daniels's memoir.

15 Q. How are you familiar with that book?

16 A. I represented it.

17 Q. Who published the book?

18 A. St. Martin's Press.

19 Q. During the time that you were working on the book, did
20 Ms. Daniels have an attorney?

21 A. She did.

22 Q. And who was that?

23 A. Michael Avenatti.

24 Q. Do you see him in the courtroom today?

25 A. I do.

MloWave2

Janklow - Direct

1 Q. Can you please identify him by where he is and an article
2 of clothing he's wearing?

3 A. He's in the middle of the room, wearing a blue shirt.

4 MR. PODOLSKY: Your Honor, may the record reflect that
5 the witness has identified the defendant, Michael Avenatti?

6 THE COURT: So noted.

7 BY MR. PODOLSKY:

8 Q. Now, how does an author get paid for a book, typically?

9 A. We agree on an overall price, and that price is paid out
10 during the progression of the creation of and publication of
11 the book.

12 Q. Are you familiar with the term "advance"?

13 A. Yes.

14 Q. What is an advance?

15 A. An advance is the total agreed-upon price that would be
16 paid to the author, and that is a guaranteed fee, whether they
17 sell zero books or infinite books.

18 Q. Just so I understand, who pays the advance on the book?

19 A. The publisher.

20 Q. And typically, in your business, how is it paid?

21 A. Usually in four installments across the life of the book.

22 Q. And who does the publisher pay directly?

23 A. They pay my company, and we pass it through to the author.

24 Q. How much was Ms. Daniels's advance on the book Full
25 Disclosure?

MloWave2

Janklow - Direct

1 A. \$800,000.

2 Q. Were there four advance payments, or was the advance
3 divided into four installments, communicated?

4 A. Yes.

5 Q. And did you, did your company, Janklow & Nesbit, receive
6 each of those four advance payments from the publisher?

7 A. Yes, we did.

8 Q. Did you take your commission out of each of those payments?

9 A. Yes, we did.

10 Q. Now, let me focus on the first of those four installments.
11 What did you do with the first advance payment once you
12 received it from St. Martin's Press?

13 A. We deposited it in our bank account, removed 15 percent,
14 which is our commission, and sent the rest to Stormy.

15 Q. And when you say Stormy, who are you referring to?

16 A. Stormy Daniels, the author.

17 Q. What account did you send it to for Ms. Daniels?

18 A. It was called Stormy Entertainment.

19 Q. Now, turning to the second of the four book payments, what
20 did you do once you received that one from St. Martin's Press?

21 A. We did the same mechanical thing, meaning that we received
22 the money, we removed our commission, we passed on the money to
23 Stormy. We had been given new instructions for the bank
24 account to receive her portion of the money.

25 Q. Who provided those instructions to you?

MloWave2

Janklow - Direct

1 A. Mr. Avenatti.

2 Q. And so, to be clear, did you send the second payment to the
3 same account as the first payment or a different account?

4 A. A different account.

5 Q. And what about the third payment; which account did you
6 send that one to?

7 A. To the same one as the second payment.

8 Q. And the fourth and final payment, what did you do with that
9 once you received it from St. Martin's Press?

10 A. That went to another account at Stormy's instructions.

11 Q. To be clear, the final payment, fourth and final payment,
12 was that sent to the same account as the second and third
13 payments?

14 A. It was not.

15 Q. Why not?

16 A. Because Stormy instructed us to send it to a different one.

17 Q. And was that instruction from Ms. Daniels herself?

18 A. Yes.

19 Q. OK. We'll return in more detail to that in a moment, but
20 let's back up in the chronology.

21 Approximately when did you first meet Mr. Avenatti?

22 A. I think it was March 2018, roughly.

23 Q. And where were you?

24 A. In the city.

25 Q. Which city?

MloWave2

Janklow - Direct

1 A. New York City. Sorry. The only city.

2 Q. Did you know of him? Did you know who he was before you
3 met him?

4 A. Yes.

5 Q. What did you know of him?

6 A. I knew what I had seen in the papers and on television, and
7 he was very present.

8 Q. And generally, what was that?

9 A. He was a folk hero at that point. He was, you know, during
10 a time of, when the country became very divided, after Trump's
11 election, he was very aggressive and very effective on
12 television, fighting for the 70 million people who didn't vote
13 for him.

14 Q. And what was your understanding as to how Mr. Avenatti
15 first became known in the public?

16 A. On that level, it was representing Stormy in her defense
17 against the President.

18 Q. What did you discuss with Mr. Avenatti when you met him?

19 A. A book that Stormy might write.

20 Q. And what did you understand that the book would be about?

21 A. Well, that was what we were discussing, but it was about
22 her life and her character and her experiences.

23 Q. Did you begin working as Ms. Daniels's agent after that?

24 A. I did.

25 Q. We'll get into some specific instances in a bit, but

MloWave2

Janklow - Direct

1 generally, during the course of your work as Ms. Daniels's
2 literary agent, did you usually speak to her directly?

3 A. Very seldom.

4 Q. How did you communicate with her generally?

5 A. Through Mr. Avenatti.

6 Q. At whose direction?

7 A. Mr. Avenatti's.

8 Q. From the time that you first started working on
9 Ms. Daniels's book until February 2019, approximately how many
10 times would you say you spoke to Ms. Daniels directly?

11 A. 20, 25.

12 Q. How often would you say that you spoke to Mr. Avenatti
13 during that period?

14 A. Multiple times a day.

15 MR. PODOLSKY: Ms. Abrams, if you could pull up for
16 the witness, the attorneys, and the Court what's been marked
17 for identification as Government Exhibit 103.

18 Q. And Mr. Janklow, that should appear on your screen in front
19 of you.

20 A. It is.

21 Q. Do you recognize this document?

22 A. I do.

23 Q. What is it?

24 A. It's a Janklow & Nesbit retainer agreement.

25 Q. And what's the date at the top?

MloWave2

Janklow - Direct

1 A. April 13, 2018.

2 MR. PODOLSKY: Your Honor, the government offers
3 Government Exhibit 103.

4 MR. DALACK: No objection, Judge.

5 THE COURT: Admitted.

6 (Government Exhibit 103 received in evidence)

7 MR. PODOLSKY: May we publish?

8 THE COURT: You may.

9 MR. PODOLSKY: Ms. Abrams, if you could pull that out
10 for the jury.

11 Q. All right. Now that I think everyone can see it,
12 Mr. Janklow, what are we looking at?

13 A. You are looking at an agreement between my company and
14 Stormy Daniels that defines our professional relationship and
15 how we are compensated.

16 MR. PODOLSKY: All right. Why don't we -- Ms. Abrams,
17 if you could enlarge, maybe, the top half of the document, from
18 the very top, maybe, below the first paragraph. We'll just
19 take a moment to explain what this is.

20 Q. So the header at the top, what is that, Mr. Janklow?

21 A. The addressee, which is Stormy Entertainment, care of
22 Michael Avenatti, Esq. That's his law firm.

23 Q. Before we get to that, do you see where it says 285 Madison
24 Avenue?

25 A. Oh, yes. That's my address.

MloWave2

Janklow - Direct

1 Q. OK.

2 A. My office address.

3 Q. Now, to where you directed us, do you see where it says
4 Stormy Entertainment, Inc.?

5 A. I do.

6 Q. What is that?

7 A. That is Stormy's doing business as, d/b/a.

8 Q. And do you see that below, at the bottom of that block, it
9 says ATTN? Does that mean attention?

10 A. Yes.

11 Q. Stephanie Clifford?

12 A. Correct.

13 Q. Who is that?

14 A. That's Stormy's nonprofessional name, her given name.

15 Q. And you see that it's care of Michael J. Avenatti, Esq.?

16 A. I see.

17 Q. Why is that?

18 A. Because that's how all the communications went, through
19 Michael.

20 Q. All right. Now, do you see the first paragraph reads: You
21 have asked us to be your sole and exclusive representative and
22 agent to negotiate for the disposition, throughout the world,
23 of any and all rights, as hereinafter defined, the next
24 literary property you propose to write, a currently untitled
25 work of nonfiction about the story of Stephanie Clifford, a

MloWave2

Janklow - Direct

1 literary work to be written by Ms. Clifford and a professional
2 writer to be approved by Ms. Clifford"? Do you see that?

3 A. Yes.

4 Q. The currently untitled work of nonfiction, what is that a
5 reference to?

6 A. To the pending book.

7 Q. Is that the book that later became Full Disclosure?

8 A. Yes.

9 Q. And the reference to a professional writer, what is that?

10 A. Ms. Clifford is not a professional writer, so we needed to
11 hire one to help her create the book.

12 MR. PODOLSKY: Please zoom out for a moment. Maybe if
13 we enlarge for the jury the bottom two paragraphs.

14 Q. Do you see at the bottom a reference to 15 percent?

15 A. I do.

16 Q. Can you explain generally what this portion of the
17 agreement means?

18 A. That's the -- that's how my company gets compensated. We
19 take 15 percent of every dollar generated from this book.

20 MR. PODOLSKY: All right. And if we can go to the
21 third page of the agreement for a moment, Ms. Abrams.

22 Q. Do you see your signature on this page?

23 A. I do.

24 Q. And do you see below your signature a block for Stormy
25 Entertainment, Inc.?

MloWave2

Janklow - Direct

1 A. Yes.

2 Q. And a signature for Ms. Clifford?

3 A. Yes.

4 MR. PODOLSKY: Now, we can take this down, Ms. Abrams.

5 Q. You mentioned earlier that one of the main responsibilities
6 of a literary agent is to find a book deal or a publisher for
7 your client. Do you recall that?

8 A. Yes.

9 Q. Did you secure a deal for Ms. Clifford -- excuse me,
10 Ms. Daniels's book?

11 A. I did.

12 Q. And can you remind us with whom?

13 A. St. Martin's Press.

14 Q. Who were your main points of contact at St. Martin's Press?

15 A. The editor-in-chief, Sally Richardson, and the responsible
16 editor or the person doing the day to day on the book was
17 called Elizabeth Beier.

18 MR. PODOLSKY: Ms. Abrams, if we could pull up for the
19 witness and the parties and the Court what's been marked for
20 identification as Government Exhibit 102.

21 Q. Mr. Janklow, do you recognize this document?

22 A. Yes. It's the contract for the book between St. Martin's
23 and Stormy.

24 MR. PODOLSKY: Your Honor, the government offers
25 Government Exhibit 102.

MloWave2

Janklow - Direct

1 THE COURT: Any objection?

2 MR. DALACK: No objection, your Honor. We stipulate.

3 THE COURT: Admitted.

4 (Government Exhibit 102 received in evidence)

5 MR. PODOLSKY: May we publish?

6 THE COURT: You may.

7 MR. PODOLSKY: Ms. Abrams, could you put that on the
8 screen for the jury.

9 Q. All right. Mr. Janklow, I think everyone can see it now.
10 What is this document?

11 A. This is a publishing contract between St. Martin's Press
12 and Stephanie Clifford, a/k/a Stormy Daniels.

13 Q. Now, we won't go through the entire agreement, but let me
14 ask you generally. Do you see how on this page there are some
15 portions that are bolded and others that have a line through
16 them?

17 A. Yes.

18 Q. Why is that?

19 A. They represent changes in the contract. We receive a draft
20 from the publisher. Me and the counsel in my company, go
21 through it to bring it up to the standard of our normal
22 boilerplate, meaning the best we've done with that publisher in
23 the past. So this is us crafting a contract in the client's
24 best interests.

25 Q. So where the contract has a strike-through, a line over the

MloWave2

Janklow - Direct

1 text, is that portion included in the final contract?

2 A. No. It is excluded.

3 Q. Now, who negotiated this contract on behalf of Ms. Daniels?

4 A. I negotiated the overall terms, and me and the counsel in
5 my office negotiated the details.

6 Q. Did you ever discuss the terms of this agreement with
7 Ms. Daniels's lawyer, Mr. Avenatti?

8 A. Yes.

9 Q. And did he from -- during the course of the negotiations,
10 provide feedback or commentary on the deal?

11 A. Yes.

12 MR. PODOLSKY: Now, if we could just pull up for a
13 moment, Ms. Abrams, the paragraph under the book, grant of
14 rights.

15 Q. Do you see next to 1(a) the document reads, "This agreement
16 concerns a work provisionally entitled untitled to be written
17 by Stephanie Clifford and a writer hired by the publisher
18 pursuant to paragraph 37"?

19 A. Yes.

20 Q. Does this, again, reference Ms. Daniels's forthcoming book
21 Full Disclosure?

22 A. Yes.

23 Q. And the writer, what does that refer to?

24 A. The cowriter, the professional writer, that would help her
25 execute it.

MloWave2

Janklow - Direct

1 MR. PODOLSKY: Let's go to the second page of the
2 contract, and if we could blow up the portion under advance.
3 Thank you, Ms. Abrams.

4 Q. All right. Where it says 2, if you could just read that
5 first sentence opposite the colon?

6 A. "The publisher will pay the author, or the author's duly
7 authorized representative, as an advance against the author's
8 earnings, from all sources under this agreement, the sum of
9 \$800,000 the "author advance," payable as follows: \$250,000
10 upon signing of this agreement."

11 Q. Why don't you wait just a moment, Mr. Janklow. We'll go
12 through it.

13 A. OK.

14 Q. What does the \$800,000 refer to in this portion of the
15 contract?

16 A. The total advance to be paid to the book.

17 Q. Do you see THAT below that, as you started to read, THE
18 four paragraphs?

19 A. Yes.

20 Q. What do each one of those paragraphs represent?

21 A. Each paragraph defines the amount and the time at which
22 payments will be made during the course of the development of
23 the book until the full 800,000 is paid.

24 MR. PODOLSKY: OK. What I'd like to do is go through
25 each of those, but to help us understand it, if we could pull

MloWave2

Janklow - Direct

1 up, just for Mr. Janklow and the parties, Government Exhibit
2 801.

3 Q. Mr. Janklow, do you recognize this exhibit?

4 A. Yes.

5 Q. What is it?

6 A. It's an encapsulation of the four payments paid to Stormy
7 during the course of her book.

8 Q. And did you have a chance to review the accuracy of this
9 exhibit before your testimony?

10 A. I have.

11 Q. And is it accurate?

12 A. Yes.

13 MR. PODOLSKY: Your Honor, the government offers
14 Government Exhibit 801.

15 MR. DALACK: Your Honor, we object to this being
16 introduced as evidence as there's not been a foundation laid as
17 to who created this summary chart. We don't object to its use
18 for demonstrative purposes, however.

19 THE COURT: All right. For demonstrative purposes,
20 that is, ladies and gentlemen, you can consider this just as an
21 aid to understanding the testimony of the witness.

22 (Government Exhibit 801 received in evidence)

23 MR. PODOLSKY: Thank you, your Honor.

24 THE COURT: Proceed.

25 MR. PODOLSKY: If we could publish this for the jury,

MloWave2

Janklow - Direct

1 please, Ms. Abrams, and first we'll show it to them, and then
2 perhaps we could bring up side by side Government Exhibit 102,
3 the second page, and this chart.

4 Q. Now, to help us, Mr. Janklow, on the left side of the
5 screen is Government Exhibit 102. Is that the contract we were
6 just looking at?

7 A. Yes.

8 Q. Can you just explain to the jury, what is the page, the
9 chart on the right side of the screen?

10 A. It's a summary of the terms in the contract for the
11 payments.

12 Q. OK. So let's go through each of the four payments so we
13 understand them, starting with the first payment. When does
14 the first payment come due under the contract?

15 A. It is due upon the signing of the contract by both parties.

16 Q. And what's the total amount of the first payment?

17 A. \$250,000.

18 Q. And for clarity, what is supposed to happen -- who pays the
19 \$250,000?

20 A. The publisher.

21 Q. To whom?

22 A. To my office.

23 Q. And then what do you do with it?

24 A. Remove our 15 percent commission and pass the rest on, the
25 balance, to Stormy.

MloWave2

Janklow - Direct

1 Q. All right. Let's go to the second payment. When does the
2 second payment come due under the contract?

3 A. The second payment is due upon the delivery and acceptance
4 of the manuscript, which is the draft of the book, to the
5 publisher.

6 Q. And what amount is the second payment?

7 A. 175,000.

8 Q. And the third payment, when does that come due?

9 A. That is due anywhere from the date of publication to a
10 maximum of six months past the day of publication.

11 Q. Now, under the contract, does it matter if the publisher
12 decides to publish the book or not?

13 A. It does not.

14 Q. So if, hypothetically, the author provided the manuscript,
15 it was accepted, but the book wasn't published, would the
16 author still be entitled to the advance?

17 A. Yes.

18 Q. Now, were there any other requirements that had to be met
19 in order for the third payment to become due?

20 A. Yes.

21 Q. And what were those?

22 A. Publicity requirements.

23 Q. Can you explain what you mean by publicity requirements?

24 A. Meaning Ms. Daniels was required to publicize her book, and
25 in this contract the outline of that was included as a

MloWave2

Janklow - Direct

1 prerequisite for her getting the third payment.

2 Q. OK. We'll come back to that, but let's look at the fourth
3 payment. When does the fourth payment on the advance come due?

4 A. Six to 12 months from publication, so no later than 12
5 months from the date of publication.

6 Q. And would the publicity requirement that you just referred
7 to have to be met for the fourth payment to come due?

8 A. Yes.

9 Q. How much was the fourth payment for?

10 A. 200,000.

11 Q. Now, you've mentioned the publicity requirement. Is there
12 any requirement about the success of the book or the number of
13 sales in order for the advance to come due?

14 A. No.

15 Q. If the book sold zero copies, would all four payments still
16 be due?

17 A. Yes.

18 Q. Now, specifically with respect to Ms. Daniels's book
19 advance, did St. Martin's Press, in fact, make all four
20 payments on the contract to Janklow & Nesbit?

21 A. They did.

22 Q. Now, I want to ask about the way that St. Martin's Press
23 sent the payments to you. Did St. Martin's Press ever mail a
24 check to you?

25 A. No.

MloWave2

Janklow - Direct

1 Q. How did they transmit the four payments to Janklow &
2 Nesbit?

3 A. By wire.

4 Q. Did Janklow & Nesbit ever send any money relating to the
5 book deal by mailing a check?

6 A. No.

7 Q. How did Janklow & Nesbit transmit the money that was owed
8 to Ms. Daniels to the various bank accounts you referenced
9 earlier?

10 A. By wire.

11 Q. All right. Just a few more questions to understand the
12 book deal. When we talked about the \$800,000 advance, was it
13 possible for Ms. Daniels, as the author, to earn more than
14 \$800,000?

15 A. Yes.

16 Q. How does that work?

17 A. The advance can be earned out through sales, so if she sold
18 enough books, to repay the \$800,000 that was paid to her, she
19 then, from that point on, would earn 15 percent royalty on
20 every book sold beyond that. So we call the deal, we refer to
21 them as floors without ceilings, meaning we get a minimum of
22 the advance, and the sky's the limit as to how much, how many
23 books you sell and how much you can make after that.

24 MR. PODOLSKY: OK. If we can just briefly turn to
25 page 35 of the contract, Ms. Abrams.

MloWave2

Janklow - Direct

1 Q. What is this page, Mr. Janklow?

2 A. This is the signature page of the St. Martin's contract
3 with Ms. Clifford.

4 Q. And do you see, under author, there appears to be a
5 signature above where it says Stephanie Clifford?

6 A. Yes.

7 Q. And what's the date next to that?

8 A. April 11, '18.

9 Q. Can you see below that there's a signature, below St.
10 Martin's Press? Do you see that?

11 A. Yes.

12 Q. Now, do you see how this page looks different than the
13 pages we were just looking at?

14 A. Yes.

15 Q. Why is that?

16 A. It's a photograph that was emailed.

17 Q. By whom?

18 A. Mr. Avenatti.

19 MR. PODOLSKY: If we could pull up for Mr. Janklow and
20 the parties what's been marked for identification as Government
21 Exhibit 203.

22 Q. Mr. Janklow, do you recognize this document?

23 A. Yes. It's an email from Mr. Avenatti.

24 Q. And what's the date at the top?

25 A. April 11, 2018.

MloWave2

Janklow - Direct

1 MR. PODOLSKY: Your Honor, the government offers
2 Government Exhibit 203.

3 THE COURT: Any objection?

4 MR. DALACK: No objection, Judge.

5 THE COURT: Admitted.

6 (Government Exhibit 203 received in evidence)

7 MR. PODOLSKY: Ms. Abrams, if you could please show
8 the exhibit to the jury.

9 Q. All right. Mr. Janklow, what are we looking at in
10 Government Exhibit 203?

11 A. We are looking at an email from Mr. Avenatti to Michael
12 Steger, who is our contracts manager, wherein Mr. Steger says
13 that the photograph of the signature page can be used.

14 Q. All right. Let's go through that to explain it.

15 MR. PODOLSKY: If we can go to the last page,
16 Ms. Abrams.

17 Q. Is that an attachment to that email?

18 A. I believe so.

19 MR. PODOLSKY: Actually, Ms. Abrams, before we look at
20 this, why don't we go to the second-to-the-last page of the
21 email.

22 There we go. All right.

23 Q. Do you see at the bottom of this chain is an email from
24 Michael J. Avenatti to Judy K. Regnier?

25 A. Yes.

MloWave2

Janklow - Direct

1 Q. Do you know who Judy Regnier is?

2 A. I think she was an assistant to Mr. Avenatti.

3 Q. And you see the sent date and time was April 11, 2018, 9:01
4 a.m.?

5 A. Yes.

6 MR. PODOLSKY: OK. Actually, Ms. Abrams, if you can
7 just -- the top, the header there. Yeah. Perfect.

8 Q. OK. You see it's subject sig page?

9 A. Yes.

10 MR. PODOLSKY: Let's now look at that attachment
11 briefly. OK.

12 Q. What is this attachment?

13 A. This is the signature page of the full publishing contract.

14 Q. OK. And is this how you received Ms. Daniels's -- here
15 she's using Ms. Clifford -- signature on the contract?

16 A. Yes.

17 MR. PODOLSKY: All right. Let's go back to the email,
18 Ms. Abrams.

19 Q. And do you see at the bottom Michael Steger writes, "We can
20 work with this. My goal, I will attach the signed page to the
21 entire agreement and send a scan to St. Martin's"?

22 A. Yes.

23 Q. Was there any problem with using a photograph of a
24 signature page to make this contract effective?

25 A. There was no problem. We had to make sure it was OK

MloWave2

Janklow - Direct

1 because it was a little unusual.

2 Q. But is that ultimately how the contract was signed?

3 A. Yes.

4 MR. PODOLSKY: All right. You can take that down,
5 Ms. Abrams.

6 Q. A few more questions about commissions.

7 Now, in this case, did Janklow & Nesbit keep the whole 15
8 percent of its commission?

9 A. No.

10 Q. Why not?

11 A. Because there was a referral fee involved.

12 Q. And what was the amount of that referral fee?

13 A. 2.5 percent.

14 Q. Is that 2.5 percent of the total contract or of the 15
15 percent that you kept?

16 A. Of the total contract.

17 Q. And who was the referral fee paid for -- sorry, paid to?

18 A. Mr. Avenatti.

19 Q. Who proposed the idea of a referral fee?

20 A. Mr. Avenatti.

21 Q. Was that a common -- is that a common practice to you, to
22 pay a portion of your commission as a referral fee?

23 A. No.

24 Q. As far as you know, was Ms. Daniels aware of this referral
25 fee?

MloWave2

Janklow - Direct

1 A. No.

2 MR. DALACK: Objection, your Honor. Calls for
3 speculation.

4 THE COURT: Sustained.

5 BY MR. PODOLSKY:

6 Q. Did you ever tell Ms. Daniels about the referral fee?

7 A. No.

8 Q. Was the referral fee ever put in writing?

9 A. No.

10 Q. All right. We're going to come back to the details of the
11 fee in a few minutes, but let's touch on one other thing
12 quickly.

13 Did there come a time when Mr. Avenatti was interested in
14 his own book deal?

15 A. Yes.

16 Q. Now, who is his literary agent for that?

17 A. I was.

18 Q. About when did you first discuss Mr. Avenatti's book deal
19 with him?

20 A. Upon meeting him.

21 Q. Did you secure him a book deal?

22 A. I did.

23 Q. With what publisher?

24 A. Spiegel & Grau.

25 Q. Was there an advance on that book?

MloWave2

Janklow - Direct

1 A. There was.

2 MR. DALACK: Objection, your Honor, as to relevance.

3 MR. PODOLSKY: Your Honor, there's going to be -- may
4 we approach, your Honor?

5 THE COURT: No. I'll allow it. Overruled.

6 BY MR. PODOLSKY:

7 Q. So let's go back. Was there an advance on this book?

8 A. Yes.

9 Q. Was it set up with the same four-payment structure?

10 A. I believe so.

11 Q. And what was the total amount of the advance?

12 A. \$2 million.

13 Q. How much was actually paid to Mr. -- how much of that
14 advance was actually paid?

15 A. I believe 500,000, the first payment, 475 or 500. I can't
16 remember exactly.

17 Q. In other words, of the four installments, how many were
18 paid?

19 A. The first.

20 Q. Why no more than the first?

21 MR. DALACK: Objection, your Honor. 401, 403.

22 MR. PODOLSKY: May we approach, your Honor?

23 THE COURT: Yes.

24 (Continued on next page)

MloWave2

Janklow - Direct

1 (At sidebar)

2 MR. PODOLSKY: Your Honor, this is going to come up in
3 several ways. Mr. Janklow is paying money at certain times to
4 Mr. Avenatti. We're simply trying to explain a basis for this.
5 It also is relevant to the facts in the case about at what
6 times Mr. Avenatti is seeking money and why.

7 Frankly, this is the end of my questioning on this.
8 I'm just trying to establish the fact that this happened in the
9 course of his relationship with Mr. Janklow, that he was paid
10 one payment on this, that it coincides with the course of
11 events in this case, which was in May of 2018. That's the
12 extent of my questioning, your Honor.

13 MR. DALACK: Two concerns, your Honor. First, this
14 doesn't go to make any material fact or issue in this case more
15 or less likely. Second, the reason, we submit, why the
16 publisher, Penguin Random House, ultimately balked from the
17 book deal, they pulled out due to Mr. Avenatti's arrest in a DV
18 case, domestic violence case, and so we're concerned that this
19 would open the door to prejudicial testimony that would
20 otherwise be impermissible under 403.

21 THE COURT: All right.

22 MR. PODOLSKY: He's not going to say that.

23 THE COURT: I'm sorry?

24 MR. PODOLSKY: He's not going to talk about the DV
25 arrest. He's simply going to say Mr. Avenatti didn't turn in

MloWave2

Janklow - Direct

1 the transcript, the manuscript. That's how this question is
2 going to be answered.

3 MR. DALACK: Again, that's not relevant to any
4 material issue of fact in this case.

5 THE COURT: How about we just leave it as the book was
6 never published?

7 MR. PODOLSKY: That's all he's going to say.

8 THE COURT: Not that Mr. Avenatti failed to turn in
9 the manuscript, which might suggest fault on Mr. Avenatti's
10 part, but I think the evidence of some payment is certainly
11 relevant, given that there were payments back and forth.
12 Certainly that alone is not prejudicial, so I'll allow it for
13 that limited purpose, but I don't want to get into Mr.
14 Avenatti's failure to provide the manuscript and suggest that
15 there's any fault there.

16 MR. PODOLSKY: Fine.

17 MR. DALACK: If I may submit, the government has
18 already elicited that testimony.

19 MR. PODOLSKY: He hasn't answered that question.

20 THE COURT: I'll look back. I don't think that's the
21 case, but I'll look back.

22 MR. DALACK: Thank you, Judge.

23 (Continued on next page)
24
25

MloWave2

Janklow - Direct

1 (In open court)

2 THE COURT: All right. You may proceed, Mr. Podolsky.

3 MR. PODOLSKY: Thank you, your Honor.

4 OK. Let's talk about the first payment on

5 Ms. Daniels's book.

6 Ms. Abrams, if you could pull up for the witness and
7 the parties what's been marked for identification as Government
8 Exhibit 202.

9 Q. Do you recognize this document, Mr. Janklow?

10 A. It's an email between Mr. Avenatti and me.

11 MR. PODOLSKY: Your Honor, the government offers
12 Government Exhibit 202.

13 THE COURT: Any objection?

14 MR. DALACK: No.

15 THE COURT: Admitted.

16 (Government Exhibit 202 received in evidence)

17 MR. PODOLSKY: Thank you, your Honor.

18 Ms. Abrams, if you could display that for everyone,
19 and maybe we could blow up the body of the email. Perfect.

20 Q. All right. Mr. Janklow, do you see who this email's from?

21 A. Yes.

22 Q. Who is that?

23 A. Mr. Avenatti.

24 Q. And who is it sent to?

25 A. Me.

MloWave2

Janklow - Direct

1 Q. What is the date that the email is sent?

2 A. April 11, 2018.

3 Q. Is that the same date that the contract was signed?

4 A. Yes.

5 Q. And to be clear, I'm referring to the book contract. Did
6 you understand that?

7 A. Yes.

8 Q. What's the subject of the email?

9 A. Wire instructions.

10 Q. And do you see below it says Bank of America, Stormy
11 Entertainment?

12 A. Yes, I do.

13 Q. And do you see it has a bank account number; we can see the
14 last four digits of that?

15 A. Yup, yes.

16 Q. OK. What is this information?

17 A. It's the routing, bank information for where we should be
18 sending Stormy's payment.

19 Q. And what did you use this information for?

20 A. Sending Stormy her money.

21 Q. How did you know at the time that this was the right place
22 to send the advance?

23 A. Because it was coming from her lawyer, Mr. Avenatti.

24 Q. Let me show you what has been marked for identification as
25 Government Exhibit 107. Do you recognize this document?

MloWave2

Janklow - Direct

1 A. Yes. It's a report of the wire. And the bank.

2 MR. PODOLSKY: Your Honor, the government offers
3 Government Exhibit 107.

4 THE COURT: Any objection?

5 MR. DALACK: No objection, sir.

6 THE COURT: Admitted.

7 (Government Exhibit 107 received in evidence)

8 MR. PODOLSKY: If we could please display that for the
9 jury, Ms. Abrams.

10 Q. Mr. Janklow, what is this document?

11 A. This is a record of the money being sent from our account
12 to Stormy Entertainment.

13 Q. OK. So, do you see where it says wire details, sender? Do
14 you see that?

15 A. Yes.

16 Q. OK. And below it says wire amount. Do you see that?

17 A. Yes.

18 Q. First of all -- well, what is the amount of this wire?

19 A. \$212,500.

20 Q. Does this reflect the first payment on Ms. Daniels's book
21 deal?

22 A. Yes.

23 Q. All right. Had you, previous to sending this wire,
24 received the first payment from St. Martin's Press?

25 A. Yes. I remember them being almost synchronous.

MloWave2

Janklow - Direct

1 Q. And can you remind us what was the total amount that St.
2 Martin's Press wired to Janklow & Nesbit for the first payment?

3 A. 250,000.

4 Q. Just to be clear, what is the difference between the
5 \$250,000 you received and the \$212,500 that Janklow & Nesbit
6 wired to the Stormy Entertainment account?

7 A. Our 15 percent commission has been extracted. And we sent
8 the difference.

9 MR. PODOLSKY: All right. Let's pull up one other
10 document to help us keep track of these wire payments. So if
11 we could pull up for Mr. Janklow Government Exhibit 802.

12 Q. Do you recognize this document, Mr. Janklow?

13 A. Yeah.

14 Q. What is it?

15 A. It's a, just a summary of the wire.

16 Q. And --

17 A. And the date and the destination.

18 Q. Did you have a chance to review this for accuracy before
19 your testimony today?

20 A. I did.

21 Q. Is it accurate?

22 A. Yes.

23 MR. PODOLSKY: Your Honor, the government offers at
24 this time Government Exhibit 802 as a demonstrative.

25 MR. DALACK: No objection as a demonstrative, your

MloWave2

Janklow - Direct

1 Honor.

2 THE COURT: All right. I'll allow it as a
3 demonstrative.

4 Again, ladies and gentlemen, this is not being
5 admitted as evidence *per se* but just simply as an aid for you
6 to understand and help you as you listen to the witness's
7 testimony.

8 (Government Exhibit 802 received in evidence)

9 THE COURT: You may proceed.

10 MR. PODOLSKY: Thank you, your Honor.

11 Ms. Abrams, if we could pull up Government Exhibit 107
12 on the left and 802 on the right.

13 Q. All right. So we'll do this as we go along, but for the
14 first book payment, what was the date on which Janklow & Nesbit
15 wired out the money?

16 A. April 11, 2018.

17 Q. What was the total amount?

18 A. \$212,500.

19 Q. And what bank account did Janklow & Nesbit wire that money
20 to?

21 A. The Stormy Entertainment bank account.

22 Q. And what were the last four digits of that account, the
23 Stormy Entertainment account?

24 A. 9205.

25 MR. PODOLSKY: All right. Let's pull up for the

MloWave2

Janklow - Direct

1 witness and the parties Government Exhibit 204.

2 Q. Do you recognize this document, Mr. Janklow?

3 A. Yes. It's an email.

4 MR. PODOLSKY: Your Honor, the government offers
5 Government Exhibit 204.

6 THE COURT: Any objection?

7 MR. DALACK: No objection, your Honor.

8 THE COURT: Admitted.

9 (Government Exhibit 204 received in evidence)

10 MR. PODOLSKY: Ms. Abrams, if you could pull that up
11 for everyone.

12 Q. OK. Do you see that this email at the top is an email from
13 Michael Avenatti to you?

14 A. I do.

15 Q. And do you see that's a forward of an email below with the
16 subject wire?

17 A. I do, yes.

18 Q. OK. What's the date of this email chain?

19 A. May 10, 2018.

20 Q. All right. And do you see that below there is some bank
21 account information?

22 A. Yes.

23 Q. Whose bank account information is that?

24 A. Mr. Avenatti's.

25 Q. What did you use this bank account information for?

MloWave2

Janklow - Direct

1 A. This was to be used for the next, for the -- the next
2 payment onward for payments for Stormy.

3 Q. Let's pause. I want to make sure you're answering my
4 question.

5 Do you see that this was Mr. Avenatti's bank account
6 information below?

7 A. Yes. I'm sorry. Yes.

8 Q. And do you see that the date was May 10, 2018?

9 A. Yes.

10 Q. All right. What did you use Mr. Avenatti's City National
11 Bank account information for in May of 2018?

12 MR. DALACK: Objection, your Honor. Asked and
13 answered.

14 THE COURT: I'll allow it. Overruled.

15 BY MR. PODOLSKY:

16 Q. What did you use Mr. Avenatti's bank account for in May of
17 2018?

18 A. I believe for the referral fee.

19 Q. And did you send a referral fee -- that is, the 2.5 percent
20 you referred to earlier -- to Mr. Avenatti around this time?

21 A. Yes.

22 Q. Now, how did it come to happen -- well, before I ask this
23 question, we looked a moment ago at the payment information for
24 the first payment in April of 2018. Do you recall that?

25 A. Yes.

MloWave2

Janklow - Direct

1 Q. How did it come to happen that you paid a referral fee to
2 Mr. Avenatti approximately one month later?

3 A. Because it came up in the interim.

4 Q. How did it come up?

5 A. Mr. Avenatti brought it up.

6 Q. And how did he bring it up?

7 A. He suggested that I -- a referral fee was appropriate.

8 Q. What did he say to you?

9 A. He said: Look, I could have brought her anywhere. This is
10 a hot book. I brought it to you. I should get a taste of
11 this.

12 (Continued on next page)

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M1ONAVE3

Janklow - Direct

1 Q. What, if anything, did he say to you about the timing of
2 you making that referral fee?

3 A. I am not sure I understand the question.

4 Q. During that conversation, did he say anything about how
5 quickly the referral fee should be made to him?

6 A. Right away.

7 Q. To be clear, that's what he said?

8 A. Yes.

9 Q. All right. Let's go to the -- let's turn to the second
10 payment on Ms. Daniels' book deal.

11 MR. PODOLSKY: Why don't we pull up Government Exhibit
12 801 again for everyone to help us.

13 BY MR. PODOLSKY:

14 Q. Can you remind us, how much was the amount of the second
15 payment on Ms. Daniels book deal?

16 A. \$175,000.

17 Q. And when did that become due?

18 A. Upon the delivery and acceptance of the manuscript by the
19 publisher.

20 MR. PODOLSKY: I want to focus us on the end of July
21 2018. Ms. Abrams, if you could show the witness and the
22 attorneys Government Exhibit 207.

23 BY MR. PODOLSKY:

24 Q. Do you recognize this document?

25 A. Yes. It is an e-mail from Elizabeth Beier at St. Martin's,

M1ONAVE3

Janklow - Direct

1 the publisher.

2 MR. PODOLSKY: Your Honor, the government offers
3 Government Exhibit 207?

4 MR. DALACK: Objection, your Honor. Hearsay.

5 THE COURT: Mr. Podolsky, can you lay more of a
6 foundation.

7 MR. PODOLSKY: I can.

8 BY MR. PODOLSKY:

9 Q. Do you see bottom of this e-mail exchange?

10 A. I do.

11 Q. Was this --

12 MR. PODOLSKY: Ms. Abrams, at the very bottom.

13 Q. Was this a message that you sent to Ms. Beier?

14 A. Yes.

15 Q. Was the message you sent to Ms. Beier after speaking to
16 Mr. Avenatti?

17 MR. DALACK: Objection, your Honor, as to leading.

18 THE COURT: Sustained.

19 BY MR. PODOLSKY:

20 Q. What caused you to send this message to Ms. Beier?

21 A. I had been urged by Michael Avenatti to get the money as
22 fast as I could.

23 MR. PODOLSKY: Zooming out for a moment.

24 Your Honor, the government offers Government Exhibit
25 207. In addition to foundation that has been laid, it is also

M1ONAVE3

Janklow - Direct

1 offered for a nonhearsay purpose.

2 MR. DALACK: I renew my objection as to hearsay. I am
3 not aware of the nonhearsay purpose it's being offered for,
4 your Honor.

5 THE COURT: The objection is overruled. Admitted.

6 (Government Exhibit 207 received in evidence)

7 MR. PODOLSKY: Ms. Abrams if you could pull this up
8 for the jury, please.

9 BY MR. PODOLSKY:

10 Q. And before we zoom in, Mr.Janklow, what is this document?

11 A. This is an exchange between me and Elizabeth Beier at St.
12 Martin's.

13 Q. I believe you mentioned her earlier, but can you remind us.
14 Who is Elizabeth Beier?

15 A. She is an executive editor at St. Martin's Press, and she
16 was Stormy's editor and kind of her connection, her day-to-day
17 connection at the publisher.

18 MR. PODOLSKY: Ms. Abrams, can you could blow up the
19 very bottom of the e-mail there starting, "On Tuesday."

20 BY MR. PODOLSKY:

21 Q. Mr.Janklow, when was this message sent?

22 A. July 31, 2018.

23 Q. And what did you -- did you write this e-mail?

24 A. I did.

25 Q. What did you write?

M1ONAVE3

Janklow - Direct

1 A. "Hi, we need the money to-do list ASAP. Okay?"

2 Q. And what money are you referring to?

3 A. The next payment, the second payment.

4 Q. What is the to-do list you are referring to.

5 A. There were thresholds that Ms. Daniels needed to reach in
6 order to satisfy the contract and the publisher to get paid.

7 Q. Now, at this moment had the manuscript been finished?

8 A. I believe so. Yes.

9 Q. And what else was left to do in order for the second
10 payment to be made by St. Martin's Press?

11 A. The publisher needed to read it and determine that it was
12 acceptable.

13 Q. Were there any other to-dos that the publisher was asking
14 for at the time?

15 A. There were stipulations in the contract about publicity,
16 and they also needed a title, I think, and cover and just
17 housekeeping items.

18 Q. Okay. And do you see you write, "We need the dollar sign
19 to-do list ASAP"?

20 A. Yes.

21 Q. Why did you write ASAP?

22 A. Because I was urged to get the money as fast as I could.

23 Q. Urged by who?

24 A. Mr. Avenatti.

25 Q. What did he say to urge you -- well, what did he say on the

M1ONAVE3

Janklow - Direct

1 topic?

2 A. On the top?

3 Q. On the topic. Excuse me. What did he say?

4 A. He said the book's done. Let's get the money in as soon as
5 possible.

6 Q. Did he indicate why the money was needed to be sent as soon
7 as possible?

8 MR. DALACK: Objection, your Honor. Leading.

9 THE COURT: Overruled.

10 Q. Did he indicate -- or what, if anything, did he say about
11 why the money needed to be sent as soon as possible?

12 A. The money was -- anytime there was money ready to be paid,
13 I was always urged to get it as soon as possible, and in this
14 case it was to get it to Stormy so she felt involved and --

15 MR. DALACK: Objection, your Honor. Calls for
16 speculation.

17 THE COURT: Why don't you just stick to what
18 Mr. Avenatti said to you. So just tell us as precisely as you
19 can recall what he said to you.

20 THE WITNESS: He said he needed the money quickly.
21 She needed the money quickly. She had security worries. She
22 needed to pay for security and for her daughter and she just
23 needed money.

24 Q. What, if anything, did Mr. Avenatti say about him -- that
25 is, Mr. Avenatti -- needing the money?

M1ONAVE3

Janklow - Direct

1 A. He didn't say anything.

2 Q. So based on your discussions with -- on this discussion
3 with Mr. Avenatti, who did you understand this money would go
4 to?

5 A. Ms. Daniels.

6 Q. Did you speak to Ms. Daniels directly about whether she
7 needed the money quickly at this time?

8 A. No.

9 Q. Why not?

10 A. I never spoke to her about money.

11 Q. Why did you not speak to her about money?

12 A. Mr. Avenatti told me not to.

13 Q. What, if anything, did he say to you about why you should
14 never speak to your client about money?

15 A. That she gets confused, that she's impulsive and that it's
16 much cleaner, more efficient for he and I to deal with all
17 these matters ourselves and he would communicate it to her.

18 Q. I believe you mentioned earlier that you spoke to
19 Ms. Daniels during the entire year up to February 2019 I think
20 you said 20 to 25 times, did I get that right?

21 A. Roughly.

22 Q. Now, at that time, prior to February 2019, did you believe
23 the defendant when he told you things you just said that
24 Ms. Daniels was impulsive and so on?

25 A. Yes.

M1ONAVE3

Janklow - Direct

1 MR. DALACK: Objection, your Honor. Relevance as to
2 what Mr.Janklow believed.

3 THE COURT: Sustained.

4 MR. PODOLSKY: Your Honor, may we approach briefly to
5 discuss that?

6 THE COURT: No.

7 BY MR. PODOLSKY:

8 Q. Now, during that time period -- and when I say that time
9 period I'm referring to prior for February 2019, do you
10 understand?

11 A. Yes.

12 Q. Were there ever times where you said back to Mr. Avenatti
13 in substance that Ms. Daniels was impulsive and the things that
14 you just said?

15 A. I think on one or two occasions.

16 Q. Now, in the conversations that you had directly with
17 Ms. Daniels, did she say anything to make you think that she
18 was impulsive such that you couldn't discuss finances with her?

19 A. No.

20 Q. So, when you said to Mr. Avenatti in substance that she was
21 impulsive or things along those lines, what was your basis for
22 saying that?

23 A. Experience, watching her be brittle about the title and the
24 cover image and creative things.

25 Q. Did those things have anything to do with finances or

M1ONAVE3

Janklow - Direct

1 contracts or anything like that?

2 A. No.

3 Q. Now, let's go back to where we were on the e-mail exchange.

4 Do you see that Ms. Beier says, "Coming this a.m."?

5 A. Yes.

6 Q. What was coming that a.m.?

7 A. The money.

8 MR. PODOLSKY: Sorry. I want to reorient us.

9 Ms. Abrams, can you blow up the second -- the bottom of the
10 page, the entire bottom half.

11 Thank you.

12 BY MR. PODOLSKY:

13 Q. All right. Do you see where you say, "Hi, we need the
14 money to-do list ASAP"?

15 A. Yes.

16 Q. I want you to explain, what is the to-do list?

17 A. The to-do list was a list of things the publisher needed to
18 be accomplished before they would cut a check, cut a wire in
19 this case.

20 MR. PODOLSKY: Okay. Let's pull up for the witness
21 and the parties Government Exhibit 208.

22 BY MR. PODOLSKY:

23 Q. Do you recognize this document, Mr. Janklow?

24 A. Yes, it is an e-mail from Elizabeth Beier at St. Martin's
25 to me and Mr. Avenatti.

M1ONAVE3

Janklow - Direct

1 MR. PODOLSKY: Your Honor, the government offers
2 Government Exhibit 208.

3 MR. DALACK: We object on hearsay grounds, your Honor.

4 MR. PODOLSKY: Your Honor, there's no statement of
5 fact in here. It is not hearsay.

6 THE COURT: The objection is overruled.

7 The exhibit is admitted.

8 (Government Exhibit 208 received in evidence)

9 MR. PODOLSKY: Ms. Abrams, if you could pull that up.

10 For the jury maybe blow up down to where it says,
11 "Best Eliz." Thank you.

12 BY MR. PODOLSKY:

13 Q. Do you see that this e-mail is from Elizabeth Beier,
14 Mr.Janklow?

15 A. I do.

16 Q. Who is it to?

17 A. Myself and Mr. Avenatti.

18 Q. You see the subject is book needs?

19 A. Yes.

20 Q. Do you see that it was sent on July 31, 2018, at 11 --
21 excuse me, 12:32 p.m.?

22 A. I do.

23 Q. Was that approximately a few hours after the e-mail we were
24 just looking at where you asked for the to-do list?

25 MR. DALACK: Objection, your Honor. Leading.

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Janklow - Direct

1 THE COURT: All right. Sustained as to form.

2 MR. PODOLSKY: Ms. Abrams, if you could just for
3 the -- for everyone pull up Government Exhibit 207 and 208 next
4 to each other.

5 BY MR. PODOLSKY:

6 Q. Do you see the bottom of 207, the e-mail we were just
7 discussing where you wrote, "Hi, we need the dollar sign to-do
8 list ASAP. Okay?"

9 A. I see it.

10 Q. How long after you sent that message did you receive the
11 e-mail from Ms. Beier in Government Exhibit 208?

12 A. Roughly three hours.

13 MR. PODOLSKY: Can you take down 207 and pull up 208,
14 or keep 208 up.

15 BY MR. PODOLSKY:

16 Q. All right. Do you see Ms. Beier writes at the top, "Can
17 put through for the \$175,000 due on acceptance once we have"
18 colon?

19 A. Yes.

20 Q. What was your understanding as to what the 175,000 due on
21 acceptance, what does that refer to?

22 A. The second payment.

23 Q. And do you see below a list of items starting with dashes?

24 A. Yes.

25 Q. Can you explain generally what these are?

M1ONAVE3

Janklow - Direct

1 A. That's the to-do list that she was referring to.

2 Q. So, for example, do you see where it says, "Dedication,
3 Stormy wants to have one. Will be on its own first page, front
4 of book"?

5 A. Yes.

6 Q. What was to be done there?

7 A. If Stormy wanted to have a dedication page in her book,
8 they needed it.

9 MR. PODOLSKY: Why don't we pull up for Mr.Janklow
10 Government Exhibit 211.

11 BY MR. PODOLSKY:

12 Q. Mr.Janklow, do you recognize this document?

13 A. I do.

14 Q. What type of document is it?

15 A. It's an e-mail.

16 MR. PODOLSKY: Your Honor, the government offers
17 Government Exhibit 211.

18 THE COURT: Any objection?

19 MR. DALACK: Just on hearsay grounds, your Honor.

20 THE COURT: Overruled.

21 MR. PODOLSKY: Your Honor, is it admitted?

22 THE COURT: Yes.

23 (Government Exhibit 211 received in evidence)

24 MR. PODOLSKY: Thank you, your Honor.

25 Ms. Abrams, if we could pull that up for the jury.

M1ONAVE3

Janklow - Direct

1 BY MR. PODOLSKY:

2 Q. If we can just do this briefly, Mr.Janklow, who is this
3 e-mail from?

4 A. Michael Avenatti.

5 Q. To whom?

6 A. Elizabeth Beier and myself.

7 Q. What is the subject?

8 A. Book needs, regarding book needs.

9 Q. Thank you.

10 MR. PODOLSKY: If we could go to the second page,
11 Ms. Abrams.

12 BY MR. PODOLSKY:

13 Q. Do you see the e-mail there from Elizabeth Beier to you and
14 Mr. Avenatti?

15 A. Yes.

16 Q. What is that e-mail?

17 A. That is the to-do list.

18 Q. Okay. Has anything been added to this to-do list since the
19 last version was sent?

20 A. Yes. Mr. Avenatti has responded in brackets to each item.

21 Q. Okay. Do you see where in brackets next to, for example,
22 dedication it says "stand by"?

23 A. I see it.

24 Q. Who added that, to your understanding?

25 A. Mr. Avenatti.

M1ONAVE3

Janklow - Direct

1 MR. PODOLSKY: If we can go to the first page.

2 BY MR. PODOLSKY:

3 Q. Do you see it says, "Further copy for dedication, 'To my
4 smart brave beautiful daughter. You remind every day what
5 truly matters'?"

6 Do you see that?

7 A. I do.

8 Q. What did you understand that language was?

9 A. That was the dedication in the front of the book from
10 Stormy to her daughter.

11 Q. Who sent you that message?

12 A. Mr. Avenatti.

13 Q. Let's pull up for the witness and the parties Government
14 Exhibit 210.

15 Mr. Janklow, do you recognize this document?

16 A. That is an e-mail.

17 MR. PODOLSKY: Your Honor, the government offers
18 Government Exhibit 210.

19 MR. DALACK: No objection.

20 THE COURT: It is admitted.

21 (Government Exhibit 210 received in evidence)

22 MR. PODOLSKY: If we could publish, Ms. Abrams, to the
23 jury.

24 BY MR. PODOLSKY:

25 Q. Mr. Janklow, what are we looking at here?

M1ONAVE3

Janklow - Direct

1 A. We are looking at an e-mail from Avenatti to myself with
2 banking instructions.

3 Q. All right. Do you see the date on both e-mails is July 31,
4 2018?

5 A. Yes.

6 Q. Is that the same day or a different day than the e-mail
7 exchange regarding the to-do list we were just looking at?

8 A. The same day.

9 Q. Okay. Let's start with the bottom e-mail. Do you see this
10 is an e-mail from Judy Regnier to Michael Avenatti?

11 A. Yes.

12 Q. Do you see the subject is "Daniels trust account"?

13 A. I see.

14 Q. And do you see that below that there is bank info for a
15 California Bank & Trust account with the beneficiary name at
16 the bottom --

17 MR. DALACK: Objection, your Honor. Counsel is just
18 testifying for the witness.

19 MR. PODOLSKY: Your Honor, I am asking him if he sees
20 the e-mail so that the jury can understand it.

21 THE COURT: I will allow it. Overruled.

22 BY MR. PODOLSKY:

23 Q. Do you see at the bottom the beneficiary name is "Avenatti
24 & Associates, Attorney-Client Trust Daniels"?

25 A. Yes.

M1ONAVE3

Janklow - Direct

1 Q. And what did Mr. Avenatti do with this e-mail?

2 A. He sent it to me.

3 Q. What did you understand -- excuse me. What did you -- what
4 was your understanding as to what this information was for?

5 A. This was the new destination. It was another destination
6 for the next payment due to Stormy.

7 Q. What did you understand you were supposed to do with this
8 bank account information?

9 A. It was supposed to be processed by my agency, and the next
10 payments were supposed to go to that account.

11 Q. When you say next payments, what payments are you referring
12 to specifically?

13 A. The ones from that point onward.

14 Q. To be clear --

15 A. The second --

16 Q. -- that refers to what?

17 A. The second, third, and fourth payments of the contract.

18 MR. PODOLSKY: Let's pull up for the witness and the
19 parties what's been marked for identification as Government
20 Exhibit 212. Ms. Abrams if you could blow up the text portion.

21 BY MR. PODOLSKY:

22 Q. Mr. Janklow, do you recognize this document?

23 A. It's a text exchange.

24 Q. Between you and who?

25 A. Mr. Avenatti.

M1ONAVE3

Janklow - Direct

1 MR. PODOLSKY: Your Honor, the government offers
2 Government Exhibit 212.

3 THE COURT: Any objection?

4 MR. DALACK: No objection, Judge.

5 THE COURT: Admitted.

6 (Government Exhibit 212 received in evidence)

7 MR. PODOLSKY: Ms. Abrams, please publish this for the
8 jury?

9 THE COURT: Ladies and gentlemen, let me just
10 interrupt for a moment. You could see if the document as a
11 whole were displayed to you that -- thank you -- that the top
12 and the bottom are blacked out. That's called a redaction.
13 That just simply means that the portion behind the blacked out
14 part is not relevant to your consideration.

15 You shouldn't speculate as to what may or may not be
16 there. You shouldn't consider it in any way with respect to
17 your deliberations in this case. The only relevant portion is
18 the portion that is not redacted and is displayed for you.

19 You may proceed.

20 MR. PODOLSKY: Thank you, your Honor.

21 BY MR. PODOLSKY:

22 Q. Okay. Mr. Janklow, I want to make sure we know how to read
23 this. Do you see the bubbles on the right are in green?

24 A. Yes.

25 Q. Who wrote the content in those bubbles?

M1ONAVE3

Janklow - Direct

1 A. I did.

2 Q. And the content on the left in gray, who wrote those?

3 A. Mr. Avenatti.

4 Q. And do you see at the top there is a date and time
5 designation 7/31/18, 4:11 p.m.?

6 A. I see.

7 Q. What does that reflect?

8 A. The time I sent the note.

9 MR. PODOLSKY: Maybe to help us here, Ms. Abrams, if
10 you could pull up alongside this Government Exhibit 210.

11 BY MR. PODOLSKY:

12 Q. Mr. Janklow, about how long after Mr. Avenatti sent you the
13 bank account information did you send the text message that we
14 are looking at on the left in Government Exhibit 212?

15 A. Two hours and 15 minutes.

16 MR. PODOLSKY: Ms. Abrams, if you can take down 210
17 we'll focus on 212 now.

18 BY MR. PODOLSKY:

19 Q. Can you please read what you wrote at 4:11 p.m. on July 31,
20 2018?

21 A. "I am in a meeting, but regarding the money, we need
22 something from Stormy saying it's okay that it goes into the
23 trust account, as we only normally pay contracted parties.
24 This is normally not even entertained. I'm doing my best to
25 take care of you. Cool?"

M1ONAVE3

Janklow - Direct

1 Q. All right. Do you see where you wrote "re the money"?
2 What were you referring to there?

3 A. Paying the second payment, the second payment.

4 Q. And after that you write, "We need something from
5 Stormy --"

6 To be clear, who's Stormy in this instance?

7 A. Stormy Daniels.

8 Q. -- "saying it's okay that it goes into the trust account."

9 What account are you referring to there, trust
10 account?

11 A. I'm referring to the account that Michael sent me the
12 information on just prior, the new banking information.

13 Q. "As we only normally pay contracted parties."

14 What does that part mean, "We only normally pay
15 contracted parties"?

16 A. Meaning that we had a retainer agreement with Ms. Daniels,
17 and we normally only pay the signatory on our retainer
18 agreement. And that was her.

19 Q. Why do you normally only pay contracted parties?

20 A. Because we're worried about the money getting to them
21 cleanly and without incident.

22 Q. And above where you say, "We need something from Stormy
23 saying that it's okay," what are you asking for?

24 A. Something signed by her that she was aware of and approving
25 of this change.

M1ONAVE3

Janklow - Direct

1 Q. And then you wrote, "This is normally not even entertained.
2 I'm doing my best to take care of you. Cool?"

3 What did you mean by that?

4 A. I meant that this is an unusual thing for us to do, and I
5 was trying to help Michael out.

6 Q. How did Mr. Avenatti respond?

7 A. He wrote, "Yes, I will handle."

8 MR. PODOLSKY: Let's pull up for the witness and the
9 parties Government Exhibit 213.

10 BY MR. PODOLSKY:

11 Q. Do you recognize this document, Mr. Janklow?

12 A. It is an e-mail.

13 MR. PODOLSKY: Your Honor, the government offers
14 Government Exhibit 213.

15 THE COURT: Any objection?

16 MR. DALACK: No objection, Judge.

17 THE COURT: Admitted.

18 (Government Exhibit 213 received in evidence)

19 MR. PODOLSKY: Ms. Abrams, if you could publish that
20 for the jury, please.

21 Q. Mr. Janklow, what is this document?

22 A. It is an e-mail with an attachment from Mr. Avenatti to me.

23 Q. And what's the date and time of this e-mail?

24 A. August 1, 2018. At 12:10 p.m.

25 Q. So approximately how long after the text message exchange

M1ONAVE3

Janklow - Direct

1 that we just looked at was this e-mail sent by Mr. Avenatti?

2 A. Soon. I don't remember exactly what time the text message
3 was.

4 Q. Why don't we pull up Government Exhibit 212 for the witness
5 and 213 next to it.

6 A. It's the --

7 Q. How long after your request on July 31, did Mr. Avenatti
8 send this e-mail reflected in Government Exhibit 213?

9 A. The next day, lunchtime.

10 Q. Okay. And, Mr. Janklow, if you could just -- unfortunately
11 we're in glass cages, so if you could pull it a little bit
12 closer so I can make sure I hear what you are saying in the
13 microphone. Thank you.

14 A. Sorry.

15 Q. I appreciate that.

16 MR. PODOLSKY: We can take down, 212, Ms. Abrams, and
17 focus on 213, please.

18 BY MR. PODOLSKY:

19 Q. Okay. I believe you said this before, but was there an
20 attachment to this letter -- excuse me, e-mail?

21 A. Yes, it looks like there is.

22 MR. PODOLSKY: Okay. Let's look at the attachment,
23 please. Ms. Abrams, maybe we can blow up the portion with the
24 text. Thank you.

25 BY MR. PODOLSKY:

M1ONAVE3

Janklow - Direct

1 Q. What's the date at the top of this document?

2 A. August 1, 2018.

3 Q. And who is it addressed to?

4 A. My company, Janklow & Nesbit Associates.

5 Q. Who does the document indicate that it's from?

6 A. Stormy Daniels.

7 Q. What does it say beneath the from line?

8 A. "Until further notice, please ensure all advances
9 associated with my book are routed to the account below, as the
10 prior account has been closed."

11 Q. I will come back to the signature in a moment, but what
12 information is contained below the signature block on this
13 document?

14 A. The new banking information for the trust for Mr. Avenatti.

15 MR. PODOLSKY: Ms. Abrams, let's keep that up and just
16 bring up for a moment Government Exhibit 210.

17 We can put them side by side.

18 BY MR. PODOLSKY:

19 Q. Is this the same bank account information that Mr. Avenatti
20 sent to you on July 31, 2018? When I say "is this the same,"
21 I'm referring to what's contained in Government Exhibit 213.

22 A. Yes.

23 MR. PODOLSKY: All right. Ms. Abrams you can take
24 down 210. Stay with 213 for a moment. If you could blow that
25 up again, please.

M1ONAVE3

Janklow - Direct

1 BY MR. PODOLSKY:

2 Q. Do you see in the middle there's a space that says
3 Stephanie Clifford, aka Stormy Daniels?

4 A. Yes.

5 Q. And does that appear to be a signature for Stephanie
6 Clifford below?

7 A. Yes.

8 Q. Did you believe at the time that Ms. Daniels had signed
9 this document?

10 A. Yes.

11 Q. Why did you think that?

12 A. Because it came from her attorney.

13 Q. If you had not received this document with her signature,
14 would you have authorized the payment to go to the Avenatti &
15 Associates trust account as requested by Mr. Avenatti?

16 MR. DALACK: Your Honor, asked and answered.

17 THE COURT: Overruled.

18 A. No.

19 Q. Do you know sitting here today whether or not Ms. Daniels
20 signed this document?

21 A. I do not.

22 Q. Did you ever speak to her directly about it?

23 A. No.

24 Q. Why not?

25 A. I never spoke to her about anything relating to finances.

M1ONAVE3

Janklow - Direct

1 Q. Why not?

2 A. Because Mr. Avenatti handled all of that and insisted on
3 it.

4 MR. PODOLSKY: All right. Let's pull up to help us
5 here both Government Exhibit 107 and Government Exhibit 802,
6 including for the jury, please. We can go to the second page
7 of each of these, Ms. Abrams. Okay.

8 BY MR. PODOLSKY:

9 Q. So I want to talk now about how the second payment was
10 made. On the left do you see that this is wire information we
11 were looking at earlier?

12 A. Yes.

13 Q. Okay. The page that we are looking at now, the second page
14 of the document, what payment does that page reflect?

15 A. The second payment in the contract.

16 Q. All right. And we'll come back to that second page.

17 MR. PODOLSKY: Ms. Abrams, can you just go to the
18 third page of 107 for a moment.

19 BY MR. PODOLSKY:

20 Q. Do you see that this page reflects a \$23,750 payment?

21 A. I see. Yes.

22 Q. Okay. Which book payment did that payment relate to?

23 A. The second.

24 Q. Okay. So were there two portions of the second book
25 payment wired from Janklow & Nesbit?

M1ONAVE3

Janklow - Direct

1 A. Yes.

2 Q. Okay. I want to ask you about that in a moment. Let's
3 just make sure we understand the timeline here, and we can look
4 at Government Exhibit 802. For the second book payment,
5 when -- how many wires were sent -- well, let me ask. Where
6 did Janklow & Nesbit send the money for the second book
7 payment, to what account?

8 A. To the new attorney-client trust account.

9 Q. What are the last four digits of that bank account?

10 A. 4779.

11 Q. And in how many payments did Janklow & Nesbit send that
12 money?

13 A. Two.

14 Q. What was the date of the first wire transaction?

15 A. August 1, 2018.

16 Q. And how much money did Janklow & Nesbit wire to the
17 Avenatti & Associates trust account on that day?

18 A. \$125,000.

19 Q. Now, do you recall whether, when you made the first of
20 those two payments, Janklow & Nesbit had actually received the
21 second book payment from St. Martin's Press?

22 A. We had not actually received it.

23 Q. So did you send the \$125,000 on the second book payment
24 before Janklow & Nesbit had received the money from St.
25 Martin's?

M1ONAVE3

Janklow - Direct

1 MR. DALACK: Asked and answered, your Honor.

2 THE COURT: Sustained.

3 Q. Is that something that you typically do, to send out money
4 to a client before you received the money from the publisher?

5 MR. DALACK: Objection, your Honor. Relevance.

6 THE COURT: Overruled.

7 A. No. We almost never do that.

8 Q. Why did you do that in this instance?

9 A. Because there was -- I was -- urgency of payment was
10 communicated to me from Mr. Avenatti.

11 Q. And what did Mr. Avenatti communicate to you was the reason
12 for the urgency?

13 A. I recall it was again about security for Stormy, she needs
14 money, she is in a difficult situation, she needed money fast.
15 And I was trying to help.

16 Q. Did Mr. Avenatti say anything about him receiving this
17 money?

18 A. No.

19 Q. So, based on your conversation with him, who did you
20 understand was going to receive the \$125,000?

21 MR. DALACK: Objection, your Honor. Asked and
22 answered.

23 THE COURT: Overruled.

24 A. Stormy.

25 Q. Did you ever talk to Ms. Daniels directly about making this

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Janklow - Direct

1 payment of \$125,000 on August 1? Did you ever speak to
2 Ms. Daniels directly about that?

3 MR. DALACK: Again, your Honor, asked and answered.

4 THE COURT: Overruled.

5 A. No, I did not.

6 Q. All right. By the way, did Mr. Avenatti get his finder's
7 fee on the second payment as well?

8 A. Yes.

9 THE COURT: I think earlier you referred to that as a
10 referral fee.

11 Is that the same fee?

12 THE WITNESS: Yes.

13 BY MR. PODOLSKY:

14 Q. I'm sorry. Will you understand me to be referring to the
15 same thing if I say referral fee or finder's fee?

16 A. Yes.

17 MR. PODOLSKY: All right. Let's look at one more
18 document about this payment.

19 Ms. Abrams, could you pull up for the witness and
20 parties Government Exhibit 217.

21 BY MR. PODOLSKY:

22 Q. Do you recognize this document, Mr. Janklow?

23 A. That is a transcript of a WhatsApp conversation between
24 Stormy and myself.

25 MR. PODOLSKY: Your Honor, the government offers

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Janklow - Direct

1 Government Exhibit 217.

2 MR. DALACK: Your Honor, we object on 901 and 1002
3 grounds, and also 401 grounds.

4 Q. Mr.Janklow --

5 MR. PODOLSKY: Your Honor, if I may ask a question?

6 THE COURT: You may.

7 BY MR. PODOLSKY:

8 Q. Do you recognize these as WhatsApp conversations that you
9 exchanged with Ms. Daniels?

10 A. I do.

11 MR. PODOLSKY: Your Honor, the government offers
12 Government Exhibit 217.

13 MR. DALACK: Again, your Honor. We are objecting on
14 901, 1002, 401 and 803.

15 THE COURT: Overruled. Admitted.

16 (Government Exhibit 217 received in evidence)

17 THE COURT: I see that I think the paralegal redacted
18 the phone number. Will that be redacted in the exhibit that is
19 in evidence?

20 MR. PODOLSKY: Yes, your Honor. We are endeavoring to
21 redact PII from the admitted exhibit.

22 THE COURT: If you could just do that in advance of it
23 being displayed, that would be best practice.

24 Ladies and gentlemen, PII is personal identifying
25 information, just private information of people, including

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Janklow - Direct

1 phone numbers, that sort of thing. Unless it's relevant to the
2 case in some way, that will often be redacted from these
3 documents. And I remind you that things that are redacted from
4 any document in this case you should not consider them or
5 speculate about them in any way.

6 All right. The document is admitted.

7 MR. PODOLSKY: Thank you, your Honor.

8 Ms. Abrams, if you could publish this for the jury,
9 please. And why don't we blow up just the top message. Okay.

10 BY MR. PODOLSKY:

11 Q. Before I ask you about the message, now that the jury can
12 see it, what are we looking at? What type of document is this?

13 A. It's a WhatsApp conversation between Stormy and myself
14 printed out.

15 Q. For anyone who doesn't know, what is WhatsApp?

16 A. WhatsApp is just a messaging app.

17 Q. All right. Do you see that enlarged portion of the exhibit
18 starts with Stormy Daniels, 8/9/18?

19 Do you see that?

20 A. Yes.

21 Q. So who wrote this message?

22 A. Stormy did.

23 Q. And at what date and time?

24 A. August 9, 2018 at 1:05 p.m.

25 Q. Do you see that she wrote, "Just heard book is going to

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Janklow - Direct

1 print this weekend. I never got to see final edit or the
2 cover. Can I get that please? And when do we get paid?"

3 Do you see that?

4 A. Yes.

5 MR. PODOLSKY: Why don't -- to help us, Ms. Abrams,
6 let's keep this up but add Government Exhibit 802.

7 And, Ms. Abrams, if we can blow that up.

8 And on Government Exhibit 802, go to the second page.

9 All right.

10 BY MR. PODOLSKY:

11 Q. Approximately how long after Janklow & Nesbit transmitted
12 the payments for the second book payment to the Avenatti &
13 Associates attorney-client trust account did Ms. Daniels send
14 you a WhatsApp message saying when do we get paid?

15 A. Eight days.

16 Q. Did you respond to Ms. Daniels' question about getting
17 paid?

18 A. I did not.

19 Q. Why not?

20 A. I was instructed by Mr. Avenatti not to discuss finances
21 with her.

22 MR. PODOLSKY: All right. Let's turn to the third
23 payment. And we can keep up Government Exhibit 802.

24 Actually, why don't we -- sorry, Ms. Abrams. Why
25 don't we pull up Government Exhibit 801 instead.

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Janklow - Direct

1 All right.

2 BY MR. PODOLSKY:

3 Q. Now, focusing on the third payment, Mr.Janklow, can you
4 remind us how much the amount of the third payment was?

5 A. 175,000.

6 Q. And when did that become due?

7 A. That was due from the date of publication or six months
8 from the delivery and acceptance.

9 Q. Of? Of what?

10 A. Of the manuscript to the publisher.

11 Q. Do you remember approximately when the book "Full
12 Disclosure" was published?

13 A. I think it's the first -- it's always a Tuesday, so the
14 first Tuesday in October.

15 MR. PODOLSKY: All right. Let's pull up for the
16 witness and the parties Government Exhibit 218.

17 If we could blow up that.

18 All right.

19 BY MR. PODOLSKY:

20 Q. Mr.Janklow, do you recognize this document?

21 A. That is an e-mail.

22 Q. What prompted you to write this e-mail?

23 A. I was trying to make a case to get Stormy paid earlier than
24 she was contractually due.

25 Q. Did anyone speak to you about that before you wrote this

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Janklow - Direct

1 e-mail?

2 A. Yes, I discussed it with Mr. Avenatti.

3 Q. Did you understand whether or not you should transmit his
4 views on that to the publisher?

5 MR. DALACK: Objection, your Honor. It's vague.
6 Lacks foundation.

7 THE COURT: Sustained as to form.

8 BY MR. PODOLSKY:

9 Q. What did you understand Mr. Avenatti want you to do with
10 his views regarding payment of the -- making the third payment?

11 A. Use them to support a case for her getting paid earlier.

12 MR. PODOLSKY: Your Honor, the government offers
13 Government Exhibit 218.

14 MR. DALACK: Objection, your Honor, under 802.

15 THE COURT: It is overruled. Admitted.

16 (Government Exhibit 218 received in evidence)

17 MR. PODOLSKY: If we could publish this to the jury,
18 please, Ms. Abrams, and blow up a portion of the e-mail.

19 BY MR. PODOLSKY:

20 Q. Mr. Janklow, do you see that this is an e-mail?

21 A. I do.

22 Q. Who is it from?

23 A. It is from me.

24 Q. To whom?

25 A. Sally Richardson, Elizabeth Beier, and my assistant Claire

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Janklow - Direct

1 Dippel.

2 Q. I believe you mentioned her at the beginning of your
3 testimony. Who is Ms. Richardson?

4 A. She is the editor-in-chief of St. Martin's.

5 Q. And when did you send this e-mail?

6 A. September 13, 2018.

7 Q. At this point had the book been published yet?

8 A. No.

9 Q. Was the third payment due yet?

10 A. No.

11 Q. Now, do you see you wrote, "Hi, I was speaking to Michael
12 earlier"?

13 A. Yes.

14 Q. Who does Michael refer to?

15 A. Mr. Avenatti.

16 Q. And do you see, "He asked about the publication"? You put
17 a dollar sign. Do you see that?

18 A. Yes.

19 Q. What is the publication dollar sign in this instance?

20 A. The payment due upon the publication of the book.

21 Q. And when you say he asked about the publication money, what
22 did he say to you?

23 A. Can we get it faster? How fast can we get it?

24 Q. Faster than what?

25 A. The contract called for.

M1ONAVE3

Janklow - Direct

1 Q. Do you see that you wrote, "He was not asking to be greedy.
2 He had a reason"?

3 Do you see that?

4 A. I do.

5 Q. Did Mr. Avenatti provide a reason to you?

6 A. Yes.

7 Q. What was it?

8 A. That the way to help control Ms. Daniels to fulfill her
9 publicity requirements and other requirements in the contract
10 was to pay her so she was not distracted by other offers.

11 Q. Do you see below you wrote, "She has money problems all the
12 time"?

13 Do you see that?

14 A. Yes.

15 Q. What was your basis for that statement?

16 A. Michael told me she had money problems all the time.

17 Q. Did you speak to her directly about that?

18 A. I did not.

19 Q. "It's what begat that stupid Dutch TV interview."

20 Do you see that?

21 A. Yes.

22 Q. What are you referring to?

23 A. Very early in the process, right as we were about to sign
24 the contract which stipulated that she was to do no press prior
25 to the book coming out, she had done this big television

M1ONAVE3

Janklow - Direct

1 interview in Holland, and the publisher was very concerned
2 about that.

3 Q. What, if anything, did Mr. Avenatti say about the Dutch TV
4 interview in this context?

5 A. That the reason she did it was that they paid her.

6 Q. And you see you write below, "I would like to get her some
7 of the next payment if possible, as it will be an investment in
8 keeping her quiet"?

9 Do you see that?

10 A. Yes.

11 Q. What did you mean by that?

12 A. I meant if we could get her paid now she would be less
13 likely to get enticed by other offers of payment that would
14 essentially be breaches of her contract potentially.

15 Q. Where did that idea come from?

16 A. Mr. Avenatti explained the situation to me.

17 Q. Based on that conversation, who did you understand would
18 receive this third book payment?

19 A. Ms. Daniels.

20 Q. Did you speak to Ms. Daniels directly about the request for
21 early payment of the third book payment?

22 A. No.

23 Q. Why not?

24 A. Because Mr. Avenatti did that.

25 Q. Did St. Martin's Press agree to make the third payment

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Janklow - Direct

1 earlier around this time?

2 A. Yes.

3 MR. PODOLSKY: Let's pull up Government Exhibit 107
4 again.

5 THE COURT: Actually, Mr. Podolsky, it's 11:30, so we
6 are going to break there for our lunch break, ladies and
7 gentlemen.

8 If everything went according to plan, your lunches
9 should be there for you in the jury room when you get down.

10 Now, a couple of reminders that you've already heard
11 from me a couple of times and you will hear from me many more
12 times before there case is over:

13 Number one, continue to keep an open mind. You have
14 heard the lawyers' opening statements. What they say is not
15 evidence. You have heard the testimony, the direct testimony,
16 some of the direct testimony of one witness, but you certainly
17 haven't heard all of the evidence.

18 So continue to keep an open mind until you have heard
19 all of the evidence in this case.

20 Do not discuss the case with each other or with anyone
21 else for that matter.

22 And do not do any research on the case and look up
23 anything about the case, you know, anything of that sort.

24 Given the length of the break and the COVID protocols
25 in effect, you should remain in the jury room for the duration

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Janklow - Direct

1 of the break. I thank you for your cooperation and patience on
2 that and also your compliance with the COVID protocols, which
3 are intended to keep all of you safe.

4 Again, don't discuss the case and continue to keep an
5 open mind.

6 It's 11:30. We will start I hope promptly at 12:15,
7 so please be ready to go at about 12:10 so that my staff can
8 arrange for you to come back up here.

9 With that, I will ask everybody to remain in the
10 courtroom for a minute or so after the jury gets out just to
11 enable them to get on to the elevators and down to the jury
12 room.

13 With that, you are excused. Thank you very much.

14 Please bring your notebooks with you, and we'll see
15 you after the break.

16 (Continued on next page)

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Janklow - Direct

1 (Jury not present)

2 THE COURT: You may be seated.

3 Again, please remain in the courtroom for a few
4 seconds to let the jury clear out of the atrium area.

5 Mr.Janklow, you may step down. Before you do, please
6 put your mask on before you exit the box. Please be back in
7 the courtroom at 12:10 and on the stand by 12:15 ready to
8 continue your testimony. Enjoy your break.

9 THE WITNESS: Yes.

10 THE COURT: Counsel, I want to make sure you get your
11 breaks.

12 Anything we need to discuss before we adjourn?

13 MR. PODOLSKY: I want to raise one brief thing. I
14 will wait for the witness to leave.

15 (Witness not present)

16 THE COURT: I should note I gather a couple of the
17 screens are having some technical difficulty. The AV
18 department has been alerted, and in fact someone is here
19 working on it as we speak. Hopefully over the break they'll
20 get those fixed, but the jury screens have been working and
21 everything else seems to be proceeding. So hopefully that will
22 be fixed.

23 Yes, Mr. Podolsky.

24 MR. PODOLSKY: Your Honor, there was one sustained
25 objection regarding something that Mr.Janklow believed. I am

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Janklow - Direct

1 not seeking to revisit it. I just want to make a record in
2 case this comes up again.

3 In the instances I've asked about his belief, it is
4 specifically because -- to show two things: The basis for that
5 believe, and second because that belief explains an action that
6 is relevant to the case, for example, sending a payment based
7 on a particular belief and the source of that belief.

8 I just want to make the record on that, not to revisit
9 the one that was done, but for this afternoon. The last thing
10 I'll note about that, of course, is we do need to prove
11 materiality in this case and the materiality of certain of the
12 representations that were made to Mr.Janklow I think are at
13 issue in this case.

14 THE COURT: All right. Understood.

15 Anything the defense needs to raise before our break.

16 MR. DALACK: Just on that point, I wish to note that
17 there was obviously no issue with having the witness comment on
18 statements that he made as illustrating a particular action
19 that he took. I just wanted to make that point, your Honor.

20 THE COURT: I think, notwithstanding the sustained
21 objection, the record was developed on the issue. Certainly,
22 to the extent any understanding is based on statements and
23 representations made by Mr. Avenatti, the government is
24 entitled to elicit that and I'm sure will make that clear.

25 Please be back here no later than 12:10 ready to go.

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Janklow - Direct

1 The witness should be on the stand and ready to go at 12:15.

2 Enjoy your breaks. Thank you.

3 MR. PODOLSKY: Thank you, your Honor.

4 (Luncheon recess)

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Janklow - Direct

AFTERNOON SESSION

12:15 p.m.

THE COURT: Please be seated.

Welcome back. I hope you all enjoyed your break.

Sorry we're getting off to a five-minute late start.

Everything's a little more complicated these days, so we will get down the timing and logistics of getting you up and down.

Thank you for being ready to go on time. We will continue with the direct testimony of Mr. Janklow.

Mr. Janklow, I remind you that you remain under oath.

With that, Mr. Podolsky, you may proceed.

BY MR. PODOLSKY:

Q. Mr. Janklow, do you recall that before the break we were discussing the third of the four book payments of the payments of the book deal?

A. I do.

Q. Do you recall that you testified before the break that that payment was early, before the book was published?

A. Correct.

MR. PODOLSKY: Let's pull up for everyone Government Exhibit 107 and Government Exhibit 802 side by side. And this time, Ms. Abrams, if you could go to the fourth page of 107 and the third page of 802. All right.

Q. Mr. Janklow, when did Janklow & Nesbit -- well, start with this. Who did Janklow & Nesbit transmit the proceeds from the

MloWave4

Janklow - Direct

1 third book payment to; where did you send it?

2 A. To the attorney-client trust account that Mr. Avenatti sent
3 us information on.

4 Q. And how much was sent to that account?

5 A. All together, \$148,750.

6 Q. And again, focusing on the third payment, on what date did
7 Janklow & Nesbit wire that money?

8 A. It was done in two tranches, one on --

9 Q. Sorry to interrupt you. I want to just make sure you heard
10 my question. I'm focusing on payment 3.

11 A. Sorry.

12 Q. If you look at both the page on the left as well as the
13 chart, focusing on the third payment, on what date was the
14 third payment wired?

15 A. Apologies.

16 September 17.

17 Q. Of what year?

18 A. 2018.

19 MR. PODOLSKY: Let's pull up for the witness and the
20 parties Government Exhibit 220. Ms. Abrams, if you could blow
21 up the portion -- thank you.

22 Q. Do you recognize this document, Mr. Janklow?

23 A. Yes, it's a transcript of a text conversation.

24 MR. PODOLSKY: Your Honor, the government offers
25 Government Exhibit 220.

MloWave4

Janklow - Direct

1 THE COURT: Can you just elicit who it's between,
2 please.

3 MR. PODOLSKY: Of course, your Honor.

4 Q. Who is this text message exchanged between, Mr. Janklow?

5 A. Myself and Mr. Avenatti.

6 MR. PODOLSKY: Your Honor, the government offers
7 Government Exhibit 220.

8 THE COURT: Any objection?

9 MR. DALACK: No objection.

10 THE COURT: Admitted.

11 (Government Exhibit 220 received in evidence)

12 THE COURT: Mr. Podolsky, could you keep your voice up
13 a little bit.

14 MR. PODOLSKY: Yes, your Honor.

15 THE COURT: Thank you.

16 MR. PODOLSKY: Ms. Abrams, I believe that's visible to
17 the jury now.

18 Q. Mr. Janklow, what is the -- well, let's remind ourselves.
19 Who wrote the text that's in the green bubbles on the right?

20 A. I did.

21 Q. And who wrote the text that's in the gray bubble on the
22 left?

23 A. Mr. Avenatti.

24 Q. At what date and time did you write the first text in this
25 exhibit?

MloWave4

Janklow - Direct

1 A. September 14, 2018, at 4:06 p.m.

2 Q. What did you write?

3 A. "The Stormy money is in. We'll send out first thing
4 Monday. We missed the bank deadline for today."

5 Q. What Stormy money were you referring to?

6 A. The third payment.

7 Q. And in this exchange, when is the next, when do you write
8 the next message?

9 A. September 15, 2018, at 9:29 a.m.

10 Q. And what did you write there?

11 A. "Hey, how's it going? Stormy WhatsApped that she wants to
12 talk on the phone this weekend. Thoughts?"

13 Q. Why did you ask Mr. Avenatti: "Stormy WhatsApped that she
14 wants to talk on the phone this weekend. Thoughts?"

15 A. Because I always would tell Michael when there was any
16 interaction with Stormy and asked him how he felt about it
17 because he wanted to control all of that.

18 MR. DALACK: Objection, your Honor, as to what Mr.
19 Avenatti wants.

20 THE COURT: Sustained.

21 MR. DALACK: Strike, your Honor?

22 THE WITNESS: It was habit. It was habit for me to
23 inform him when I was going to be in touch with her.

24 THE COURT: All right. I'm going to instruct the jury
25 to disregard testimony about what Mr. Avenatti may have wanted

MloWave4

Janklow - Direct

1 or felt. The witness is obviously not in a position to opine
2 on what was in Mr. Avenatti's head. He can tell you his
3 understanding or what Mr. Avenatti said, but that testimony is
4 not in the record and should be disregarded.

5 Go ahead.

6 BY MR. PODOLSKY:

7 Q. What, if anything, did Mr. Avenatti say to you about your
8 communications with Ms. Daniels?

9 A. He requested that I have all conversations regarding money
10 in particular through him.

11 Q. Now, do you see that Mr. Avenatti responds "Pls call me"?

12 A. Yes.

13 Q. What did you understand Pls to mean there?

14 A. Please.

15 Q. Now, do you see that there's no time stamp in between your
16 message, "hey, how's it going," etc., and Mr. Avenatti's
17 response?

18 A. I do.

19 Q. What's your understanding of what that means in this
20 document?

21 A. That it was less than 60 seconds when he responded.

22 Q. Do you recall specifically speaking to Mr. Avenatti after
23 this text exchange?

24 A. I don't recall specifically speaking to him.

25 Q. After this text exchange, did you -- excuse me, speak to

MloWave4

Janklow - Direct

1 Ms. Daniels about the third payment?

2 A. I did not.

3 Q. Why not?

4 A. Mr. Avenatti suggested I didn't.

5 Q. Now, do you recall earlier that you testified about the
6 reasons that Mr. Avenatti gave for -- that the third payment
7 should be made early?

8 A. Yes.

9 Q. Can you remind us generally what those reasons were?

10 A. It was in an effort to get Stormy to fulfill her
11 obligations to the contract with not doing press that wasn't
12 sanctioned by the publisher.

13 Q. Now, after the third payment, were there any issues about
14 Ms. Daniels doing or not doing the press that the publisher
15 asked for?

16 A. Yes.

17 Q. Did St. Martin's nonetheless make all the payments on the
18 book contract?

19 A. Yes.

20 MR. PODOLSKY: All right. Let's put Government
21 Exhibit 1 on the screen for the witness and the parties,
22 please.

23 Q. Mr. Janklow, do you recognize this document?

24 A. I do.

25 Q. What is it?

MloWave4

Janklow - Direct

1 A. It's the cover of Stormy's book.

2 MR. PODOLSKY: Your Honor, the government offers
3 Government Exhibit 1.

4 MR. DALACK: No objection, Judge.

5 THE COURT: Admitted.

6 (Government Exhibit 1 received in evidence)

7 MR. PODOLSKY: If we could display that for the jury,
8 please, Ms. Abrams.

9 Q. Mr. Janklow, could you just explain to the jury, now that
10 they can see this, what we're looking at?

11 A. You're looking at what I think is the final mock-up of the
12 cover of Stormy's book.

13 Q. And approximately when was the book actually published?

14 A. Early October 2018.

15 MR. PODOLSKY: Let's pull up for Mr. Janklow and the
16 parties Government Exhibit 242. And Ms. Abrams, maybe to help
17 the witness, we can put the second page up side by side with
18 that. The second page of the exhibit.

19 Your Honor, may I just have one moment to address the
20 rest of the exhibit.

21 THE COURT: You may.

22 MR. PODOLSKY: Thank you, your Honor. Just a moment.

23 We'll come back to this document in just a minute.

24 Why don't we pull up Government Exhibit -- why don't
25 we pull up Government Exhibit 242 in that version, please,

MloWave4

Janklow - Direct

1 Ms. Abrams.

2 Q. Do you recognize this exhibit, Mr. Janklow?

3 A. It's a text.

4 Q. And who is this text between?

5 A. It's my -- I'm only seeing my text. I'm assuming it's with
6 Mr. Avenatti.

7 MR. PODOLSKY: Can you zoom out to the top of the
8 page, Ms. Abrams.

9 Q. Who did you send this text --

10 A. Yes, Mr. Avenatti.

11 MR. PODOLSKY: Your Honor, the government offers
12 Government Exhibit 242.

13 THE COURT: Any objection?

14 MR. DALACK: No objection, your Honor.

15 THE COURT: Admitted.

16 (Government Exhibit 242 received in evidence)

17 THE COURT: Just to be clear, this is a one-page
18 document, Mr. Podolsky?

19 MR. PODOLSKY: We may offer the next page. For now we
20 offer one page.

21 THE COURT: OK.

22 BY MR. PODOLSKY:

23 Q. Mr. Janklow, do you see the date of this text?

24 A. I do.

25 Q. What is it?

MloWave4

Janklow - Direct

1 A. October 1, 2018.

2 Q. Who wrote the text in the blue bubble?

3 A. I did.

4 Q. And what did you write?

5 A. I write, actually, not wrote Stormy, but it should be
6 "write Stormy to congratulate her on the eve of her
7 publication. I normally would, but..."

8 Q. Why did you write this text to Mr. Avenatti?

9 A. Because I wanted to congratulate her, as I do all of my
10 clients on the eve of their publications, but the
11 communications with Stormy had been very limited, and I wanted
12 to make sure it was OK with Mr. Avenatti that I did that.

13 Q. And following your exchange with Mr. Avenatti, did you
14 congratulate her?

15 A. I don't think I did, actually.

16 MR. PODOLSKY: Let's pull up for the witness and the
17 parties Government Exhibit 225.

18 Q. Mr. Janklow, do you recognize this document?

19 A. I do. It's an email.

20 Q. And focusing at the top of the chain, did you send this
21 email?

22 A. I did, to Sally Richardson.

23 MR. PODOLSKY: Your Honor, the government offers
24 Government Exhibit 225.

25 MR. DALACK: Objection on 802 grounds, your Honor.

MloWave4

Janklow - Direct

1 MR. PODOLSKY: Your Honor, much of the email's not
2 offered for the truth. If you'd like, I can ask additional
3 foundation for the top part.

4 THE COURT: Please do.

5 BY MR. PODOLSKY:

6 Q. Mr. Janklow, prior to you writing that email, did there
7 come a time when you spoke to the defendant?

8 A. Yes.

9 Q. Based on your conversation with the defendant, what was
10 your understanding as to whether or not you should convey what
11 he said to the folks at St. Martin's Press?

12 A. I felt I should.

13 MR. PODOLSKY: Your Honor, the government offers
14 Government Exhibit 225.

15 MR. DALACK: 802, your Honor.

16 THE COURT: Mr. Podolsky, is any of it offered for the
17 truth?

18 MR. PODOLSKY: No, your Honor. Actually -- well, I
19 expect the witness will testify as to the communications that
20 informed this email, but no.

21 THE COURT: All right. It is admitted.

22 Ladies and gentlemen, just to be clear, you may not
23 consider the text of this exhibit, the emails, for their truth
24 but merely for the fact that they were sent.

25 With that, you may proceed.

MloWave4

Janklow - Direct

1 (Government Exhibit 225 received in evidence)

2 MR. PODOLSKY: Thank you, your Honor.

3 All right. Ms. Abrams, if you could pull that up for
4 the jury, please. And why don't we start with the bottom
5 email, maybe, if you don't mind, and we can include the heading
6 here.

7 Thank you very much.

8 Q. All right. Now, Mr. Janklow, do you see that this email is
9 sent at, on November 19, 2018, at 6:00 a.m.?

10 A. I do.

11 Q. Do you recall approximately how long after Janklow & Nesbit
12 had transmitted the third payment to the Avenatti & Associates
13 trust account this email was sent?

14 A. Two months.

15 Q. And do you see that the email is from Stormy's PR with an
16 email address stormydanielspr@gmail.com?

17 A. I do.

18 Q. What was your understanding of who used that address?

19 A. A gentleman named Denver.

20 Q. And what relationship did this gentleman Denver have to the
21 book deal, as far as you understood?

22 A. To the book deal, none.

23 Q. And what about to Ms. Daniels?

24 A. I think there might have been a romantic interest, but he
25 was the director of the documentary they were working on.

MloWave4

Janklow - Direct

1 Q. And --

2 A. That's how he was introduced to me.

3 Q. Do you see that the Stormy's PR email address writes: "Hi,
4 folks. Apologies for mass email. Just now sure who the right
5 person to contact is with this question"? Do you see that?

6 A. Yes.

7 Q. Who is the group that this email is sent to? Do you know
8 who those are?

9 A. Senior executives at St. Martin's in publicity and also her
10 editor.

11 Q. And do you see below that the email continues, "Stormy gave
12 a magnificent speech to a packed house at the Oxford Union
13 yesterday, which should be posted to YouTube shortly"? Do you
14 see that?

15 A. I do.

16 Q. Do you know what that's a reference to?

17 A. Yes, a speech that she gave in England.

18 Q. And at the bottom, do you see the email continues: "She
19 asked me to follow up about the third payment, which she says
20 was due a few weeks ago upon completion of three weeks of press
21 tour for the book. When can I tell her to expect the payment"?
22 Do you see that?

23 A. I do.

24 MR. PODOLSKY: All right. If we zoom back out and
25 focus on the middle email for a moment.

MloWave4

Janklow - Direct

1 Q. What does Ms. Richardson do with that email?

2 A. She forwards it to me.

3 Q. And you see that she writes: Luke, the plot thickens. I
4 need your help here. Can we talk." Do you see that?

5 MR. DALACK: Your Honor, I'll just renew our objection
6 to 802 grounds. The government is now offering.

7 THE COURT: You can object to the question, but to the
8 extent you're renewing your objection, I've already given you
9 my ruling. The objection is overruled.

10 MR. PODOLSKY: Thank you, your Honor.

11 Q. Do you see the text here, Mr. Janklow?

12 A. I do.

13 MR. PODOLSKY: All right. Let's zoom out and let's
14 focus on the top email.

15 Q. Now, do you see that you respond in this portion of the
16 email chain?

17 A. Yes.

18 Q. And do you see that you wrote, "spoke to Michael"? Do you
19 see that?

20 A. Yes, I do.

21 Q. Who were you referring to?

22 A. Mr. Avenatti.

23 Q. Did you speak to Mr. Avenatti prior to writing this email
24 to Ms. Richardson?

25 A. Yes.

MloWave4

Janklow - Direct

1 Q. Did you convey the substance of the email below to Mr.
2 Avenatti?

3 A. Yes.

4 Q. In substance, what did he say to you?

5 A. That he'll deal with it, that he's going to talk to Stormy.
6 And that his, you know, neither of us understood why Denver was
7 involved.

8 Q. Why do you say neither of us -- excuse me. Why did you not
9 understand?

10 A. Because he was the documentary filmmaker and had nothing to
11 do with the process of the book and knew nothing about it, to
12 my knowledge.

13 Q. Did you reach out directly to Ms. Daniels about the email
14 that you had been forwarded from the Stormy PR email address?

15 A. No.

16 Q. Why not?

17 A. Michael said he would handle it.

18 MR. PODOLSKY: Let's turn and pull up for the witness
19 and the parties Government Exhibit 226.

20 Q. Mr. Janklow, do you recognize this email?

21 A. I do.

22 Q. And did you send the email at the top of the chain?

23 A. I did.

24 MR. PODOLSKY: Your Honor, the government offers
25 Government Exhibit 226, and I can say it's not for the truth of

MloWave4

Janklow - Direct

1 the content of the email.

2 THE COURT: Any objection, with that understanding?

3 MR. DALACK: With that understanding, your Honor, we
4 object on 401 grounds.

5 THE COURT: Overruled.

6 (Government Exhibit 226 received in evidence)

7 THE COURT: Ladies and gentlemen, same instructions
8 with respect to these emails. You may not consider them for
9 their truth. You may consider them for other purposes,
10 including, for example, the effect that it had on Mr. Janklow
11 or why he took certain actions that he took.

12 You may proceed.

13 MR. PODOLSKY: All right. Ms. Abrams, could you pull
14 up or blow up the bottom half of the email, starting with
15 forwarded message.

16 Q. Mr. Janklow, do you see the bottom of this email is the
17 same email that we looked at a moment ago in Government Exhibit
18 225?

19 A. It is.

20 Q. All right. And do you see above there's another email from
21 Stormy's PR?

22 A. I see.

23 Q. When was that email sent?

24 A. November 20, 2018, at 4:22 p.m.

25 Q. And what, can you just read that email to the jury, please?

MloWave4

Janklow - Direct

1 A. "Following up on this, Stormy believes you are several
2 weeks late on a payment, which makes her disinclined to promote
3 a book she feels she isn't getting paid for. If you can give
4 me an update on that, it would be most appreciated and help me
5 in presenting the opportunities to continue promoting the book
6 to Stormy."

7 Q. Now, at this time, November 20, from your perspective, had
8 any payments been made late?

9 A. Yes.

10 Q. Excuse me. Had Janklow & Nesbit made any payments -- was
11 Janklow & Nesbit behind on any payments as of November 20?

12 A. I misheard you.

13 No, we were not.

14 MR. PODOLSKY: OK. Zoom out.

15 Q. Do you see that again Ms. Richardson forwards you this
16 email?

17 A. Yes.

18 Q. OK. And do you see that you responded at the top?

19 A. I do.

20 Q. Do you see that you wrote "I don't even know what to say to
21 that nonsense"?

22 A. Yes.

23 Q. Did you speak at this time directly to Ms. Daniels about
24 the, these emails that you had been forwarded?

25 A. No.

MloWave4

Janklow - Direct

1 Q. Why not?

2 A. Mr. Avenatti was handling it.

3 MR. PODOLSKY: Let's turn to Government Exhibit 227.

4 Q. Mr. Janklow, do you recognize this document?

5 A. I do. It's an email.

6 Q. And did you send the email, focusing on the top of the
7 chain?

8 A. I did.

9 MR. PODOLSKY: Your Honor, the government offers
10 Government Exhibit 227 with the same proviso. We are not
11 offering it for the truth of the content.

12 MR. DALACK: Your Honor, with respect to the bottom
13 part of the email, if this is being offered for the truth of
14 the matter asserted, it is hearsay, and if it's not being
15 offered for the truth, then it's irrelevant under 401 with
16 respect to what the person in the email believes.

17 THE COURT: Understood. With the instruction that the
18 jury's not to consider the truth of the exhibit, it is
19 admitted.

20 (Government Exhibit 227 received in evidence)

21 MR. PODOLSKY: You can pull this up for the jury,
22 please, and blow up the top half.

23 Actually, why don't we, as we read this, Ms. Abrams,
24 could you pull up Government Exhibit 802, the third page -- oh,
25 I'm sorry.

MloWave4

Janklow - Direct

1 Q. Do you see that the bottom of this email is an email from
2 Denver Nicks?

3 A. I do.

4 Q. Who is that?

5 A. The documentary filmmaker and friend of Ms. Daniels.

6 Q. Is that the same person you understood was using the Stormy
7 PR email address?

8 A. Yes, it is.

9 Q. And what was the date that Mr. Nicks sent this email?

10 A. December 17, 2018.

11 Q. And you see that it's sent to Sally Richardson, Stormy
12 Daniels, yourself, and Elizabeth Beier?

13 A. I do.

14 Q. And what's the subject of this one?

15 A. Book sales.

16 Q. What did Mr. Nicks write?

17 A. "Hi, folks. Stormy believes St. Martin's owes her the
18 third payment due on her advance and asked if someone on your
19 end -- her agent Luke or someone at St. Martin's -- would
20 please get in touch with me or her directly at
21 stormydaniels@aol.com with an update on the status of the
22 matter. She also asked if she could see any sales figures that
23 you have, and if you could please send those directly as well
24 or arrange for a phone call with her in the event the
25 information is confidential. Thanks and happy holidays.

MloWave4

Janklow - Direct

1 Denver."

2 Q. Approximately how long after Janklow & Nesbit wired the
3 third book payment to the Avenatti & Associates attorney-client
4 trust account did Mr. Nicks write this email?

5 A. Three months.

6 Q. And what did you do with this email?

7 A. I forwarded it to Mr. Avenatti with question marks.

8 Q. Why did you do that?

9 A. Because it didn't make sense to me.

10 Q. Did you speak to Mr. Avenatti after receiving this email?

11 A. I mean -- I spoke to him all the time, so I assume I did,
12 but I don't know for sure.

13 Q. Did you speak to Ms. Daniels about this email that you
14 received as well as she did?

15 A. No.

16 Q. Why not?

17 A. Because Michael said he was handling it.

18 MR. PODOLSKY: All right. We can take that down,
19 please.

20 Q. Now I want to turn our attention to February of 2019. OK?

21 A. Yes.

22 MR. PODOLSKY: Let's pull up Government Exhibit 801
23 for everyone. All right.

24 Q. Now, as of February 2019, had the first three payments
25 already been made by St. Martin's Press?

MloWave4

Janklow - Direct

1 A. Yes.

2 Q. When was the fourth payment due?

3 A. Six to 12 months from the publication date.

4 Q. And so, if we can do some math here, approximately how long
5 after publication would this become due?

6 A. Between April and October.

7 Q. Of what year?

8 A. '18, '19 -- no. '19. Sorry. I'm in the book business,
9 not mathematics, mathematician.

10 Q. What is the total amount of the fourth payment as made by
11 St. Martin's Press?

12 A. 200,000.

13 MR. PODOLSKY: Let's pull up for the witness and the
14 parties what's been marked as Government Exhibit 230. And blow
15 up the text portion, please.

16 Q. Do you recognize this document, Mr. Janklow?

17 A. It is a text conversation.

18 Q. Between who?

19 A. Myself and Mr. Avenatti.

20 MR. PODOLSKY: Your Honor, the government offers
21 Government Exhibit 230.

22 THE COURT: Any objection?

23 MR. DALACK: No objection, your Honor.

24 THE COURT: Admitted.

25 (Government Exhibit 230 received in evidence)

MloWave4

Janklow - Direct

1 MR. PODOLSKY: Display that for the jury. And
2 Ms. Abrams, if we could blow up the text on February 13th
3 through 14th.

4 Q. All right. Again, let's make sure we know how to read
5 this. Whose text messages are in the blue bubbles on the
6 right?

7 A. Those are mine.

8 Q. And whose messages are in the blue bubbles -- excuse me,
9 the gray bubbles on the left?

10 A. Mr. Avenatti's.

11 Q. And what's the date at the top of this portion of your text
12 exchange?

13 A. February 13, 2019.

14 Q. And at what time are those first messages sent?

15 A. 7:36 p.m.

16 Q. And what did Mr. Avenatti write to you?

17 A. "Please call me. I've talked her off the ledge. You need
18 to call me. Thanks."

19 Q. All right. And now, do you see there's a message that's
20 dated the next morning, at 7:32 a.m.?

21 A. I do.

22 Q. And what did Mr. Avenatti write at that time?

23 A. "Please call me this morning re Stormy."

24 MR. PODOLSKY: Let's pull up -- we'll come back to
25 this exhibit in a moment, but let's look at Government Exhibit

MloWave4

Janklow - Direct

1 232 for Mr. Janklow and the parties.

2 Q. Mr. Janklow, do you recognize this document?

3 A. That's a WhatsApp transcript between Mr. Avenatti and
4 myself.

5 MR. PODOLSKY: Your Honor, the government offers
6 Government Exhibit 232.

7 MR. DALACK: We object on 1002 grounds, your Honor.

8 THE COURT: All right. Can you just ask a few more
9 foundational questions, Mr. Podolsky.

10 MR. PODOLSKY: Of course, your Honor.

11 Q. Do you recognize these messages, Mr. Janklow?

12 A. Yes.

13 Q. And do these accurately reflect WhatsApp messages that you
14 exchanged with Mr. Avenatti at the time indicated on the
15 document?

16 A. Yes.

17 MR. PODOLSKY: Your Honor, the government offers
18 Government Exhibit 232.

19 THE COURT: All right. Admitted.

20 (Government Exhibit 232 received in evidence)

21 MR. PODOLSKY: If we could display these for the jury.
22 And why don't we do it this way, Ms. Abrams. If we can put 230
23 up as well at the same time. And if we could enlarge -- yeah.
24 Thank you. OK.

25 Q. Do you see, on the left, on February 14, at 7:32 a.m., Mr.

MloWave4

Janklow - Direct

1 Avenatti writes "please call me this morning re Stormy"?

2 A. Yes.

3 Q. And do you see on the right, at the bottom, there's also a
4 message on February 14, 2019? Do you see that?

5 A. I do.

6 Q. And what time is that message sent?

7 A. 8:23 a.m.

8 Q. And who wrote that message?

9 A. Mr. Avenatti.

10 Q. And what did he write?

11 A. "Trying to reach you re Stormy. Please give me a call."

12 Q. Did Mr. Avenatti frequently contact you on WhatsApp?

13 A. No.

14 MR. PODOLSKY: All right. Let's continue with 230.
15 Ms. Abrams, we can take down 232 for now.

16 THE COURT: Mr. Podolsky, was that last question did
17 he frequently contact you?

18 MR. PODOLSKY: I believe I asked -- I could ask again,
19 your Honor. I believe I asked did he frequently contact you on
20 WhatsApp?

21 THE COURT: Is that accurate, he did not frequently
22 contact you on WhatsApp?

23 THE WITNESS: Correct.

24 THE COURT: OK. Thank you.

25 MR. PODOLSKY: Ms. Abrams, if we can, before we get to

MloWave4

Janklow - Direct

1 this, blow up the message on the 14th, two messages on the
2 14th, or three messages, rather. Thank you. OK.

3 Q. Coming back to the text exchange, what did you write at
4 9:35 a.m. on February 14?

5 A. "Will call as soon as possible."

6 Q. And then do you see the next message from you is later in
7 the day, at 3:28 p.m.?

8 A. Yes.

9 Q. What did you write?

10 A. I wrote: "I got them to pay, so hold your fire. Sally has
11 issued the full check. I'll let you know when I have details
12 on when to expect it."

13 Q. What payment does this refer to?

14 A. The final payment, the fourth payment.

15 Q. Now, this is February 14, 2019. At this time, was the
16 fourth payment due?

17 A. No.

18 Q. Did you ask for the fourth payment early?

19 A. Yes.

20 Q. Why?

21 A. Because I was told Stormy needed it. She was worried about
22 her well-being, her security, and also to help continue to get
23 her to promote the book.

24 Q. And who told you all of that?

25 A. Mr. Avenatti.

MloWave4

Janklow - Direct

1 MR. PODOLSKY: All right. Let's -- I want to go next,
2 the next day, the 15th, but Ms. Abrams, let's pull up 233 for a
3 moment, for the witness and the parties, please.

4 Q. Do you recognize this document?

5 A. Yes. It's a WhatsApp transcript between myself and Stormy.

6 Q. And are you familiar with these messages?

7 A. Yes.

8 Q. Does this document accurately reflect messages that you
9 exchanged on WhatsApp with Ms. Daniels?

10 A. Yes.

11 MR. PODOLSKY: Your Honor, the government offers
12 Government Exhibit 233.

13 MR. DALACK: Objection on 1002 grounds, your Honor.

14 THE COURT: All right. Mr. Dalack, I'll treat it as a
15 running objection with respect to this kind of exhibit. You
16 don't need to renew it. Overruled.

17 It's admitted.

18 (Government Exhibit 233 received in evidence)

19 MR. PODOLSKY: Thank you, your Honor.

20 Ms. Abrams, you can show that to the jury. And maybe
21 to speed this up a little, we'll do this one alongside
22 Government Exhibit 230.

23 Q. All right. Now, on the left, Government Exhibit 233, can
24 you explain to the jury what that is?

25 A. It's a WhatsApp record of Stormy calling me.

MloWave4

Janklow - Direct

1 Q. And can you just explain -- well, let's go through it. Do
2 you see the date at the top is, on the first message, February
3 15, 2019?

4 A. Yes.

5 Q. And it says notification and a missed voice call at 12:19.
6 What does that mean?

7 A. That she called and I didn't get it.

8 Q. Did -- is one able to place a voice call through the
9 WhatsApp app instead of via your normal phone app?

10 A. Yes.

11 Q. Is that what this reflects?

12 A. Yes.

13 Q. And do you see below that there's another message? Do you
14 see that?

15 A. Yes.

16 Q. Who is that from?

17 A. Stormy.

18 Q. And what does she write?

19 A. "Please call me."

20 Q. And what are the indications below that?

21 A. Another call from her that I missed.

22 Q. Now let's look to the right, also on February 19. Do you
23 see that?

24 A. February --

25 Q. Excuse me. February 15, 2019.

MloWave4

Janklow - Direct

1 A. Yes.

2 Q. I'm sorry.

3 And you see it, there's some messages from you at 2:59
4 p.m.?

5 A. Yes.

6 Q. What do you write to Mr. Avenatti at that time?

7 A. "Stormy just called me. I did not pick up. She's calling
8 me nonstop, three times since you hung up."

9 Q. Why didn't you pick up the phone?

10 A. Because Mr. Avenatti asked me not to, let him handle it.

11 Q. And do you see, at 4:32 p.m., you write again?

12 A. "She's calling again, just FYI and Sally will call her
13 either way by 5:30, I assume."

14 Q. Who did you mean by Sally?

15 A. Sally Richardson.

16 Q. Now, during this time period, did you speak to Mr. Avenatti
17 by phone; that is, separate from the text message?

18 A. I'm not sure.

19 Q. Do you see where it says "call you in 15"?

20 A. Yes.

21 Q. Did you speak to him on that day?

22 A. I'm not sure. I assume so. But I'm not positive.

23 MR. PODOLSKY: All right. Give me a moment. Let's go
24 to Government Exhibit 234 for the witness, please.

25 Q. Mr. Janklow, do you recognize this document?

MloWave4

Janklow - Direct

1 A. Yes, an email.

2 Q. And did you send the email, focusing on the top?

3 A. I did. It was from me to Mr. Avenatti.

4 MR. PODOLSKY: Your Honor, the government offers
5 Government Exhibit 234.

6 THE COURT: Any objection?

7 MR. DALACK: No objection.

8 THE COURT: Admitted.

9 (Government Exhibit 234 received in evidence)

10 MR. PODOLSKY: Please publish that for the jury,
11 Ms. Abrams. All right.

12 Q. Mr. Janklow, do you see that Government Exhibit 234 is an
13 email chain?

14 A. I do.

15 Q. What's the date of this exchange?

16 A. February 15, 2019.

17 Q. All right. Focusing for a moment on the bottom of the
18 email chain, the first email, do you see it's an email from
19 Dmitri Chitov to Claire Dippel and you?

20 A. Yes.

21 Q. Who is Dmitri Chitov?

22 A. Dmitri Chitov is our chief operating officer.

23 Q. At Janklow & Nesbit?

24 A. Yes.

25 Q. And who is Claire Dippel?

MloWave4

Janklow - Direct

1 A. My assistant.

2 Q. And what's the subject of this?

3 A. Information on Full Disclosure payments.

4 Q. And zooming out for a moment, do you see Mr. Chitov writes:

5 "Here is the information -- hi, Claire. Here is the

6 information you've requested. We've made three payments to

7 Stephanie Clifford on Full Disclosure based on the instruction

8 provided"? Do you see that?

9 A. Yes.

10 Q. Do you see below --

11 MR. PODOLSKY: Maybe zoom out for a moment,

12 Ms. Abrams.

13 Q. -- there's a numbered list, one, two, three?

14 A. Yes.

15 Q. What information is reflected in this email?

16 A. There's -- where each payment was sent.

17 Q. OK. So, for example, for the first payment, No. 1,

18 "signature advance: \$250,000 gross." Do you see that?

19 A. Yes, that's what was received.

20 Q. From whom?

21 A. St. Martin's, at my company.

22 Q. And which of the four payments was this?

23 A. First.

24 Q. All right. And do you see the first bullet, "\$212,500 net
25 payment to Stormy Entertainment, Inc. transferred into Bank of

MloWave4

Janklow - Direct

1 America account ending with 9205"? Do you see that?

2 A. Yes.

3 Q. And then below that is "\$6,250 referring party commission

4 to Avenatti Esq., transferred into Avenatti Esq.

5 attorney-client account ending with 3512." See that?

6 A. I do.

7 Q. What is that \$6,250?

8 A. That's the 2.5 percent referral fee for that payment.

9 Q. All right. We won't go through the whole thing, but let's

10 look at the second payment for a moment. See it says,

11 "delivery and acceptance of manuscript advance, \$175,000

12 gross"?

13 A. Yes.

14 Q. And then the first bullet is "\$125,000 first part of net

15 payment to Stormy Entertainment, Inc. transferred into

16 California Bank & Trust Avenatti & Associates attorney-client

17 trust Daniels account ending with 4779." See that?

18 A. I do.

19 Q. Do these bullets reflect what Janklow & Nesbit did with the

20 second advance payment?

21 A. Yes.

22 MR. PODOLSKY: Can we zoom back out.

23 Q. And does the third section, without going through it bullet

24 by bullet, reflect what Janklow & Nesbit did with the third

25 advance payment?

MloWave4

Janklow - Direct

1 A. Yes.

2 MR. PODOLSKY: All right. Zoom out.

3 Q. What did you do with that email?

4 A. I sent it to Michael.

5 Q. And when did you do that?

6 A. On February 15, 2019, at 4:40 p.m.

7 MR. PODOLSKY: OK. Let's look quickly at Government
8 Exhibit 235 for the witness, please.

9 Q. Mr. Janklow, do you recognize this document?

10 A. It's an email.

11 Q. Did you send this email?

12 A. I did.

13 MR. PODOLSKY: Your Honor, the government offers
14 Government Exhibit 235.

15 THE COURT: Any objection?

16 MR. DALACK: No objection.

17 THE COURT: Admitted.

18 (Government Exhibit 235 received in evidence)

19 MR. PODOLSKY: If we could display this to the jury
20 and maybe zoom out for a moment, Ms. Abrams.

21 Q. Was this -- when was this email exchange? When did it
22 occur, Mr. Janklow?

23 A. February 15, 2019, at 5:25 p.m.

24 Q. OK. Do you see it began with a message from Ms. Dippel to
25 you?

MloWave4

Janklow - Direct

1 A. Yeah.

2 Q. Does it contain --

3 MR. PODOLSKY: Go down to the next page.

4 Q. Is this an attachment to that email?

5 A. Yes.

6 Q. Generally, what is this?

7 A. These are the wire printouts for each of the payments.

8 MR. PODOLSKY: OK. If we go up, back to the email.

9 Q. What did you do with the wire documentation?

10 A. Sent them to Mr. Avenatti.

11 MR. PODOLSKY: Let's go back to 230 -- Government
12 Exhibit 233. OK. If we could go to the second page of this,
13 and let's blow up the top four messages. I want to focus us --
14 OK. I want to focus us now on the next day, February 16.

15 Q. Do you see there's a message on February 16 at 2:30 p.m.?

16 A. I do.

17 Q. What is that?

18 A. It's another call that I missed from Stormy.

19 MR. PODOLSKY: Now let's turn to what's been marked as
20 Government Exhibit 236 for the witness and the parties, please.

21 Q. Do you recognize this document, Mr. Janklow?

22 A. Yes, a text exchange between me and Mr. Avenatti.

23 (Continued on next page)

Mlonave5

Janklow - Direct

1 MR. PODOLSKY: Your Honor, the government offers
2 Government Exhibit 236.

3 THE COURT: Any objection?

4 MR. DALACK: No objections.

5 THE COURT: Admitted.

6 (Government Exhibit 236 received in evidence)

7 MR. PODOLSKY: I think it would be helpful,
8 Ms. Abrams, if we could pull up 230 and 236 side by side.

9 We can start with the -- yeah, if you could just
10 enlarge the visible portion of 230, Ms. Abrams. If we could
11 start with the February 15 at 2:59 messages and go down that
12 page. On the right, blow up the first half of that. Okay.

13 BY MR. PODOLSKY:

14 Q. First question for you, Mr. Janklow, Government Exhibit
15 236, on the left, is that a continuation of your exchange with
16 Mr. Avenatti from Government Exhibit 230 on the left?

17 A. Yes, it looks like it.

18 Q. Starting with 230 on the left, do you see there's a message
19 from you at 6:31 p.m. on February 15?

20 Do you see that?

21 A. I do.

22 Q. What did you write?

23 A. "I am on a bus to Long Island with little opportunity to
24 talk on the phone, but please let me know when you've resolved
25 this with her. Thanks.

Mlonave5

Janklow - Direct

1 "I understand your desire and ability to smooth this,
2 but it still does not make me comfortable about blanking a
3 signed client with questions about money -- ill formed as they
4 may be.

5 "Thanks."

6 Q. Who are you referring to when you say "with her" in this
7 text?

8 A. Stormy.

9 Q. You write, "I understand your desire and ability to smooth
10 this."

11 What did you mean by that?

12 A. The confusion about the payments.

13 Q. Why did you write to Mr. Avenatti, what was your basis for
14 writing to Mr. Avenatti about his desire and ability to smooth
15 this?

16 A. Because that had been his role from the outset.

17 Q. You write, "But it still does not make me comfortable with
18 blanking a signed client with questions about money."

19 What did you mean by blanking a signed client with
20 questions about money?

21 A. Being unresponsive, out of communication.

22 Q. Did you respond to any of Ms. Daniels' calls or messages on
23 this day?

24 A. Not on this day.

25 Q. Why not?

Mlonave5

Janklow - Direct

1 A. I was asked not to.

2 Q. By whom?

3 A. Mr. Avenatti.

4 Q. What did he say?

5 A. I'll handle it.

6 Q. What was his tone when he asked you -- when he said that to
7 you?

8 MR. DALACK: Objection, your Honor.

9 THE COURT: Overruled.

10 A. Urgent. Forceful.

11 MR. DALACK: Objection as to speculation, your Honor.

12 THE COURT: Just to be clear, ladies and gentlemen, I
13 am allowing the witness to testify about Mr. Avenatti's tone,
14 that is, his perception of how Mr. Avenatti sounded, not as to
15 what Mr. Avenatti was thinking.

16 So, with that understanding, the objection is
17 overruled.

18 MR. PODOLSKY: Thank you, your Honor.

19 BY MR. PODOLSKY:

20 Q. So what was his tone during the conversation about not
21 responding to Ms. Daniels this day?

22 A. What was his tone about not responding?

23 Q. When you spoke to -- excuse me. Before the objection you
24 were testifying regarding Mr. Avenatti instructing you not to
25 respond to Ms. Daniels?

Mlonave5

Janklow - Direct

1 A. Yes.

2 Q. During that conversation, what was Mr. Avenatti's tone and
3 demeanor?

4 A. Insistent, urgent, forceful.

5 Q. Now, do you see at the end of this text message after you
6 write "blanking a signed client with questions about money,"
7 you wrote, "ill formed as they may be"?

8 A. Yes.

9 Q. What did that mean?

10 A. That is a reference to an extended dialogue Mr. Avenatti
11 and I had about her being confused about money and him needing
12 to explain it to her. It was an extension of that.

13 Q. Let's continue to the next day.

14 MR. PODOLSKY: Sorry, Ms. Abrams. Stick with the top
15 half of 236, if you don't mind. Thank you.

16 BY MR. PODOLSKY:

17 Q. Okay. Do you see the bottom of 230 breaks at 2/16/19,
18 10:51 a.m. the following morning?

19 A. Yes.

20 Q. Do you see at the top of 236 you write, "What's the update?
21 Have you spoken to her?"

22 A. I see that.

23 Q. How did Mr. Avenatti respond to that?

24 A. "I'll call in 30."

25 Q. Do you see there is another message at 2:36 p.m. on

Mlonave5

Janklow - Direct

1 February 16 from you?

2 Do you see that?

3 A. I do.

4 Q. What did you write?

5 A. "Dude, she just called me again. I have to be honest. I
6 am no longer comfortable with not communicating with her at all
7 ever. She is a client of my firm. I have legal obligations to
8 her, and I have never behaved this way. There is clearly
9 something off. And as impulsive and impetuous as she is, she
10 is not as bad as some of my other clients.

11 "L."

12 Q. Did you reach out to Ms. Daniels at that time, that is to
13 say right after that message?

14 A. No.

15 Q. What is the next message that you wrote in this chain?

16 A. What did she say?

17 Q. How did Mr. Avenatti respond?

18 A. "On the phone with Cook County DA. Will call as soon as
19 I'm off."

20 Q. What did you say to that?

21 A. "Now Denver is texting me. I need to end this bullshit
22 now." Excuse me.

23 Q. When you say Denver is texting you, what was that a
24 reference to?

25 A. That I was now getting double teamed by Stormy and Denver.

Mlonave5

Janklow - Direct

1 Q. Regarding what?

2 A. Money.

3 Q. How did Mr. Avenatti respond to that text?

4 A. "I just tried you. She didn't call. I thought it was her
5 because it was a blocked number. This is nonsense."

6 MR. PODOLSKY: Before we keep going, Ms. Abrams, let's
7 zoom out and then blow up the rest of this page.

8 BY MR. PODOLSKY:

9 Q. All right. Now continuing on, what did you write to
10 Mr. Avenatti at the top of the page here?

11 A. "Left word. Haven't heard back."

12 Q. Do you see that he responded, "Anything?"

13 A. Yes.

14 Q. What did you say?

15 A. "Nope, but she read my note. Denver thanked me for
16 responding to his. I just said I was tied up but available
17 now."

18 Q. Do you see Mr. Avenatti writes again, "Anything? Did you
19 talk to her"?

20 A. I see.

21 Q. Was it ordinary for Mr. Avenatti to be checking in you with
22 like that?

23 A. No, this was more frequent and a little -- and more eager.

24 Q. And how did you respond February 16, 2019, that evening,
25 7:17?

Mlonave5

Janklow - Direct

1 What did you say to Mr. Avenatti?

2 A. "Very briefly. She sounded very calm and together. But
3 now she's saying that she never received the third payment and
4 has been discussing with it with you. I'm just going to have
5 my chief operating get her the same stuff I gave you on Tuesday
6 so she can see the money in and out. I am at a birthday party
7 for a friend so now out of pocket."

8 Q. Did you speak with Ms. Daniels again before you wrote that
9 text message?

10 A. Yes.

11 Q. Did you speak to her about the subjects that are reflected
12 in your message to Mr. Avenatti?

13 A. Yes.

14 Q. How does Mr. Avenatti -- let me ask first. What was her
15 demeanor on that call?

16 MR. DALACK: Objection, your Honor.

17 THE COURT: Overruled.

18 A. Normal.

19 Q. And how does Mr. Avenatti respond to your text message
20 about your conversation with Ms. Daniels?

21 A. You want me to read what he said or --

22 Q. Please.

23 A. "This is bizarre. Makes no sense. She must be confused.

24 Call me when you can. It's my birthday as well, and I have

25 been dealing with this, this his all day due to everyone else's

Mlonave5

Janklow - Direct

1 demands." I assume he meant "this shit," but it's "his."

2 MR. PODOLSKY: Let's go back to Government Exhibit
3 233. You will have to bear with me just a moment. All right.
4 Let's go back to Government Exhibit 233. And we can pull up
5 the second page of this exhibit. And actually why don't we --
6 Ms. Abrams, if we could blow up starting with the February 18,
7 2019. All right.

8 BY MR. PODOLSKY:

9 Q. Mr. Janklow, do you see at the top there is a message on
10 February 18, 2019 at 9:13 p.m.?

11 A. I do.

12 Q. Who is that to?

13 A. Stormy.

14 Q. Who wrote that?

15 A. I did.

16 Q. What did you write?

17 A. "Hi there. What e-mail do you want the financials sent to
18 tomorrow?

19 "Thanks.

20 "Luke."

21 Q. What was that a response to?

22 A. It was a reference to me sending her what I sent to
23 Mr. Avenatti, which was a summary of the wires and a summary of
24 the financial -- the payments due from the contract.

25 Q. Why were you sending her that information on February 18?

Mlonave5

Janklow - Direct

1 A. She had requested it on the phone.

2 Q. And if we scroll down, do you see that she provides her
3 e-mail address?

4 A. She does.

5 Q. And what do you -- how do you respond?

6 A. "Roger."

7 Q. Okay. And then do you see below that she sends you a
8 message and writes, "Michael is no longer my attorney. Please
9 do not discuss my business with him."

10 Do you see that?

11 A. I do.

12 Q. Can you see that you respond, "Oh, brother. That's very
13 disappointing. Have you spoken to him?"

14 A. Yes.

15 Q. Do you see that?

16 MR. PODOLSKY: All right. Let's pull up Government
17 Exhibit 238 for the witness and parties.

18 BY MR. PODOLSKY:

19 Q. Do you recognize this e-mail?

20 A. I do.

21 Q. Were you copied on this e-mail?

22 A. Yes.

23 MR. PODOLSKY: The government offers Government
24 Exhibit 238.

25 MR. DALACK: 802, your Honor.

Mlonave5

Janklow - Direct

1 MR. PODOLSKY: Your Honor, this is being offered for
2 the fact of its sending.

3 THE COURT: With that understanding, the objection is
4 overruled and the document is admitted.

5 Ladies and gentlemen, you may consider this not for
6 the truth of its contents, again, but just for the fact that it
7 was sent.

8 (Government Exhibit 238 received in evidence)

9 THE COURT: You may proceed.

10 MR. PODOLSKY: Thank you, your Honor.

11 Ms. Abrams, if you could pull this up for the jury as
12 well.

13 BY MR. PODOLSKY:

14 Q. Mr. Janklow, what is this e-mail that we're looking at?

15 A. This is the summary of the transactions for the book sent
16 to Stormy by my assistant.

17 Q. When was this sent?

18 A. February 19, 2019, at 9:34 a.m.

19 Q. Why was -- do you have an understanding of why this was
20 sent?

21 A. Stormy requested it.

22 Q. And do you see below, similar to what we looked at before,
23 there's one, two, three marking out information about payments?

24 A. Yes.

25 Q. By the way, is the information about Mr. Avenatti's

Mlonave5

Janklow - Direct

1 referral fee included in this?

2 A. No.

3 Q. Does this otherwise explain the dates and times of the wire
4 communication -- wire transactions relating to the advance on
5 "Full Disclosure"?

6 A. Yes.

7 MR. PODOLSKY: And if you can scroll down. Keep
8 going, Ms. Abrams.

9 Pause.

10 BY MR. PODOLSKY:

11 Q. Do you recognize this document?

12 A. Yes.

13 Q. What is it?

14 A. That's the signed change of bank routing information that
15 occurred just before the second payment.

16 Q. Was that included as an attachment to this e-mail to
17 Ms. Daniels?

18 A. Yes, it was.

19 MR. PODOLSKY: And let's keep going down.

20 Q. Is this another attachment?

21 A. Yes.

22 Q. What is it?

23 A. Copies of the wire -- the wire receipts from the bank.

24 MR. PODOLSKY: All right. If we could take this down
25 and put up for Mr. Janklow and the parties Government Exhibit

Mlonave5

Janklow - Direct

1 240.

2 BY MR. PODOLSKY:

3 Q. Mr. Janklow, do you recognize this document?

4 A. I do.

5 Q. Are you copied on it?

6 A. I am indeed.

7 MR. PODOLSKY: Your Honor, the government offers
8 Government Exhibit 240.

9 MR. DALACK: Objection, your Honor. 802.

10 MR. PODOLSKY: Your Honor, there's no facts that are
11 represented in here. It is not for a hearsay purpose.

12 THE COURT: All right. I will allow it. It is
13 admitted for the fact that it was sent, not for the truth of
14 its contents.

15 (Government Exhibit 240 received in evidence)

16 MR. PODOLSKY: If we could pull it up just for the
17 jury, please, Ms. Abrams.

18 BY MR. PODOLSKY:

19 Q. Mr. Janklow, do you see that this is an e-mail?

20 A. I do.

21 Q. Who wrote it?

22 A. Claire Dippel.

23 Q. When did she write it?

24 A. February 20, 2019 at 12:04 p.m.

25 Q. Who is it written to?

Mlonave5

Janklow - Direct

1 A. Stormy, copying myself.

2 Q. Do you see it's subject is "Payment Details"?

3 A. Yes.

4 Q. And do you see it has an attachment, banking instructions
5 form?

6 A. Yes.

7 MR. PODOLSKY: If we could just go to the attachment
8 for a moment, Ms. Abrams.

9 BY MR. PODOLSKY:

10 Q. What is this?

11 A. This is an unfilled sheet for us to receive banking
12 information from a client.

13 Q. And what was your understanding of the purpose of sending
14 this to Ms. Daniels?

15 A. That she was going to give us new destination bank
16 instructions for the fourth and final payment.

17 MR. PODOLSKY: And if we go up to the top -- back to
18 the e-mail.

19 BY MR. PODOLSKY:

20 Q. Do you see in Ms. Dippel's e-mail it says, "Dear Stormy,
21 when your final payment comments, which may be as soon as
22 tomorrow, can you instruct us as to how you would like to be
23 paid?"

24 Do you see that?

25 A. I do.

Mlonave5

Janklow - Direct

1 Q. Why did Janklow & Nesbit have to ask Ms. Daniels for any
2 instructions on how she would like to be paid?

3 A. Because she had fired Mr. Avenatti, and we were dealing
4 directly with her for the first time.

5 Q. Was it your understanding at the time that you should send
6 the payments to a new bank account?

7 A. Yes.

8 MR. PODOLSKY: I want to turn back very briefly -- I
9 want to pull up just for the witness Government Exhibit 242.

10 BY MR. PODOLSKY:

11 Q. Do you recall we looked at this before? There was just one
12 page, Mr. Janklow?

13 A. It's gone.

14 Q. Okay. I am going to pull up for you the second page -- a
15 second page of this exhibit.

16 MR. PODOLSKY: All right. If we could blow up the
17 combined text.

18 BY MR. PODOLSKY:

19 Q. Do you recognize this, Mr. Janklow?

20 A. Yes.

21 Q. What is it?

22 A. It is the text exchange earlier where I asked about
23 congratulating Stormy on the eve of her book's publication.

24 Q. Does this include a further response from Mr. Avenatti?

25 A. Yes, it does.

Mlonave5

Janklow - Direct

1 MR. PODOLSKY: Your Honor, the government would offer
2 government -- this version of Government Exhibit 242 in lieu of
3 the prior one.

4 THE COURT: Just to be clear, this is a two-page
5 document now.

6 MR. PODOLSKY: Correct, your Honor.

7 THE COURT: This would replace 242 that was earlier
8 admitted?

9 MR. PODOLSKY: It would, your Honor.

10 THE COURT: Any objection?

11 MR. DALACK: No objections.

12 THE COURT: Admitted.

13 MR. PODOLSKY: Why don't we just display that to the
14 jury briefly.

15 BY MR. PODOLSKY:

16 Q. Mr. Janklow, do you recall earlier I asked you about the
17 top text message here?

18 A. Yes.

19 Q. And what did you write in that text message?

20 A. "Should I not write Stormy to congratulate her on the eve
21 of publication? I normally would but --"

22 Q. Do you see that Mr. Avenatti responds to you, "Let it be"?

23 A. Yes.

24 Q. How did you respond?

25 A. "I figured. No problemo."

Mlonave5

Janklow - Cross

1 Q. Did you reach out to Ms. Daniel at that time?

2 A. I did not.

3 MR. PODOLSKY: Your Honor, if I could just have one
4 moment.

5 No further questions at this time, your Honor.

6 THE COURT: All right. Thank you very much.

7 We'll proceed with cross-examination.

8 Ladies and gentlemen, if you want to get up and stand
9 where you are, stretch your legs, you're welcome to do that as
10 counsel swap out and we proceed with cross-examination.

11 All right. Please take your seats.

12 CROSS-EXAMINATION

13 BY MR. DALACK:

14 MR. DALACK: Ms. Vicari, can you please pull up for me
15 side by side Government Exhibits 233 and 240, please for the
16 witness and the jury, too.

17 Scroll down on 233.

18 All right. Stop there.

19 BY MR. DALACK:

20 Q. Mr. Janklow, directing your attention to Government Exhibit
21 233 on the left there, do you see it?

22 A. Yes.

23 Q. Okay. You see where it says that Ms. Daniels told you that
24 "Michael is no longer my attorney, please do not discuss my
25 business with him"?

Mlonave5

Janklow - Cross

1 A. Yes.

2 Q. Do you know the time stamp on that? Could you read it for
3 us.

4 A. 2:04 p.m.

5 Q. Okay. All right. When she told you that Michael was no
6 longer -- when Stormy Daniels told you that Michael was no
7 longer her attorney, you testified that you assumed that she
8 had fired him, right?

9 A. Yes.

10 Q. But she didn't tell that you she fired him, right?

11 A. I think saying Michael is no longer my attorney to me means
12 that she fired him.

13 Q. It could have been the case that he fired her, terminated
14 his contract with her, couldn't it have been?

15 A. Potentially.

16 Q. You are assuming based off the message here that she was
17 the one who fired him, correct?

18 A. Yes.

19 Q. Okay. Now, in anticipation of your testimony today, you
20 reviewed a lot of e-mails, didn't you?

21 A. Yes.

22 Q. And you reviewed a lot of text messages?

23 A. Yes.

24 Q. Those were text messages between you and Mr. Avenatti,
25 right?

Mlonave5

Janklow - Cross

1 A. And Stormy.

2 Q. And Stormy. And you also met with the government, did you
3 not?

4 A. I did.

5 Q. On numerous occasions, right?

6 A. I wouldn't say numerous.

7 Q. Well, wasn't it more than five?

8 A. It was about five.

9 Q. You met with them last night, didn't you, or yesterday
10 afternoon, right?

11 A. Yes.

12 Q. And in your meetings with them, they asked you a lot of
13 questions, didn't they?

14 A. Yes.

15 Q. They asked you to look at e-mails?

16 A. Yes. They provided them.

17 Q. And they asked you to look at text messages?

18 A. Yes.

19 Q. Some of these text messages you had provided the
20 government, right?

21 A. Yes.

22 Q. Some of these e-mails you had provided the government,
23 right?

24 A. Yes.

25 Q. When they were asking you these questions about these

Mlonave5

Janklow - Cross

1 e-mails and these text messages, they were asking you to
2 interpret them for them, right?

3 A. No.

4 Q. They weren't asking you to explain the contents of the text
5 messages or the e-mails?

6 A. They were asking me to confirm and to clarify them.

7 Q. So to interpret them?

8 A. If that's the word you want to use.

9 Q. Okay. And you told the truth in your meetings with them,
10 right?

11 A. Yes.

12 Q. And they told you at the outset of those meetings that it
13 was a lie -- or it was a crime to lie to them, right?

14 A. Yes.

15 Q. During yesterday's meeting the government asked you if
16 there were any problems between you and Ms. Daniels, didn't
17 they?

18 A. No. Not in those words.

19 Q. Well, what words did they use, Mr. Janklow?

20 A. I don't remember exactly.

21 Q. Okay. Well, did they essentially ask you whether there
22 were any problems or issues at the moment between you and
23 Stormy Daniels?

24 A. You mean currently?

25 Q. Currently, sure, yes.

Mlonave5

Janklow - Cross

1 A. Yes, and I said no.

2 Q. Okay. You said no because you are not aware of there being
3 any issues between you and Stormy Daniels at the moment, right?

4 A. Correct.

5 Q. So, to your knowledge, Ms. Daniels hasn't accused you of
6 withholding royalties from her improperly, right?

7 A. Correct.

8 Q. And to your knowledge, Ms. Daniels hasn't accused you of
9 improperly withholding from her accounting information about
10 the book sales, right?

11 A. Correct.

12 Q. And if she did accuse you of those things, that would be
13 false, wouldn't it?

14 A. Yes.

15 Q. Because you haven't withheld royalties from her, correct?

16 A. I'm sorry. Say again?

17 Q. Because you have not withheld royalties from her, correct?

18 A. Correct. There are no royalties.

19 Q. There are no royalties to withhold, right?

20 A. Correct.

21 Q. Okay. You haven't withheld accurate accounting information
22 from her either, right?

23 A. No, we provided it.

24 Q. Okay. Now, during your meeting yesterday and during your
25 direct examination today, you indicated that Stormy Daniels was

Mlonave5

Janklow - Cross

1 easy to work with when you dealt with her directly.

2 Do I have that right?

3 MR. PODOLSKY: Objection, your Honor.

4 THE COURT: Overruled. You may answer if that's what
5 you said; if not, say no.

6 A. I think I said I didn't have any problems with her when I
7 dealt with her directly.

8 Q. Okay. But that isn't entirely accurate, is it,
9 Mr. Janklow?

10 A. You have to define the type of problems you're referring
11 to.

12 Q. Okay. Well, let's talk about the book cover, for example.
13 Do you remember the book cover?

14 A. Very well.

15 Q. Why do you remember it so well?

16 A. Because there was a lot of discussion about it.

17 Q. What were the discussions about, Mr. Janklow?

18 A. She had suggested using a mugshot that was taken of her. I
19 thought it was a great idea. We mocked up covers. She then
20 decided she didn't like it at all and supplied different images
21 and different titles of the book that I felt were less
22 effective.

23 Q. Was it your decision to choose a mugshot for the cover of
24 her book?

25 A. No. It was hers.

Mlonave5

Janklow - Cross

1 Q. It was her decision to choose a mugshot?

2 A. She suggested it.

3 Q. She suggested the mugshot?

4 A. Yes.

5 Q. But the mugshot didn't end up going on the book, did it?

6 A. Yes.

7 Q. Because she ended up changing her mind, right?

8 A. Correct.

9 MR. DALACK: Can we please pull up for Mr. Janklow
10 what's been marked as R51.

11 BY MR. DALACK:

12 Q. Mr. Janklow, do you recognize the document in front of you?

13 A. I don't, but it looks like a text conversation.

14 Q. Do you recognize who the text messages are between?

15 A. I mean it looks like I'm on -- I'm -- it's hard -- I can't
16 tell. It just has the message Luke on top.

17 Q. I'm asking you about the contents of the text message.

18 Do you recognize the contents of that text message,
19 Mr. Janklow?

20 A. It looks like a conversation between -- I don't -- I don't
21 know if it's Stormy or -- I don't know who it was with. I
22 don't recognize it.

23 Q. Mr. Janklow, let me just take a step back for a second.

24 You reviewed a bunch of text messages before today, right?

25 A. Yes.

Mlonave5

Janklow - Cross

1 Q. These were your text messages with Mr. Avenatti?

2 A. Yes.

3 Q. Okay. So looking again at this particular text message,
4 does this refresh your recollection whether this reflects your
5 exchange with Mr. Avenatti about the book cover?

6 A. We had several. It could be.

7 Q. Okay. So do you recognize it?

8 MR. PODOLSKY: Objection, your Honor.

9 THE COURT: Sustained. I think he said no, so let's
10 move on, please.

11 MR. DALACK: Okay.

12 BY MR. DALACK:

13 Q. Do you remember texting with Mr. Avenatti about the book
14 cover?

15 A. Yes.

16 Q. And you telling him -- I can quote -- when he asked you,
17 "You think we are done with the cover?"

18 "I wouldn't say that until we see it and it's given
19 the nod. I mean, you are -- you and me are done with it and
20 have been done for some time, but not everyone is a stone-cold
21 motherfucking professional."

22 Do you remember writing that to Mr. Avenatti?

23 MR. PODOLSKY: Objection, your Honor.

24 THE COURT: Overruled.

25 A. I don't remember specifically writing that, no, but it

Mlonave5

Janklow - Cross

1 looks like it's my text.

2 MR. DALACK: Okay. Okay.

3 Well, let's talk about then, if you could pull up,
4 Ms. Vicari, what's been marked as Defense Exhibit R60, please.

5 BY MR. DALACK:

6 Q. Do you recognize the document in front of you, Mr. Janklow?

7 A. Yes.

8 Q. What is it?

9 A. It is a quote of a note that Stormy wrote me on WhatsApp.

10 Q. Okay.

11 A. But I don't know who it's to or anything, given this
12 document.

13 Q. Okay. But you recognize that this is a note that
14 Ms. Daniels had sent you, correct?

15 A. Yes.

16 MR. DALACK: Your Honor, I would like to admit R60
17 into evidence, please.

18 MR. PODOLSKY: Objection.

19 MR. DALACK: I am not offering it for the truth of the
20 matter asserted, just that the message was sent, your Honor.

21 MR. PODOLSKY: Foundation and relevance.

22 THE COURT: Give me one moment, please.

23 All right. I will allow it not for the truth of its
24 contents, but for the fact that it was sent.

25 You may proceed.

Mlonave5

Janklow - Cross

1 MR. PODOLSKY: Thank you. Please publish it to the
2 jury, please.

3 THE COURT: What was the number of this, please?

4 MR. DALACK: R60, your Honor.

5 (Defendant's Exhibit R60 received in evidence)

6 BY MR. DALACK:

7 Q. Mr. Janklow, can you please read the text there for us?

8 A. "Stormy, WhatsApped me this. Oh, please God, no.

9 "Hi Elizabeth. My schedule is crazy and I'm curious
10 if you guys --"

11 THE COURT: Slow down so the court reporter can keep
12 up with you.

13 This is DX R60? Is that correct, Mr. Dalack.

14 MR. DALACK: Yes, your Honor.

15 THE COURT: OK. You may proceed a little more slowly.

16 A. "Hi, Elizabeth. My schedule is crazy and I'm curious if
17 you guys have scheduled signings, appearances, etc., set up. I
18 have stuff coming up that would be fantastic cross-promoting
19 opportunities. Can you give me name and contact of who will be
20 handling that?

21 "I would like to connect with them -- with my tour
22 manager and manager. Coincidentally, my manager is also a
23 published author so has some experience with book signings,
24 etc. Just trying to maximize my time and make the book a huge
25 success. She also wrote this.

Mlonave5

Janklow - Cross

1 "I'd like to get you, publisher, and my team on the
2 same page to knock this out of the park. Clearly, we need to
3 take control of this and make sure she's aware of the careful
4 planning and approach.

5 "Let's set up a call for Tuesday or whatever you think
6 is best.

7 "L."

8 Q. Now, do you remember who this exchange was with,
9 Mr. Janklow?

10 A. Elizabeth Beier it seems, from St. Martin's.

11 Q. Okay. When you said that "Stormy WhatsApped me this, oh,
12 please, God, no," what did you mean by that?

13 A. I meant that she was proposing very naive things that she
14 thought would help the book that my feeling was would not.

15 Q. Okay. And at the bottom?

16 A. Also, I'm sorry --

17 Q. I'm sorry. Go ahead?

18 A. Just from my experience, to hear that a manager is a
19 published author is like a red siren going off for me.

20 Q. Oh, I guess I'm -- we may have misunderstood each other,
21 Mr. Janklow. I am not referring to -- when you said, "Stormy
22 WhatsApped me this, oh, please, God, no," do you remember who
23 this text exchange is with? Who did you send this to?

24 A. I don't remember. It was either Elizabeth or it was
25 Michael. Probably Michael. I don't -- I don't really know

Mlonave5

Janklow - Cross

1 because it is not on here, so I don't remember.

2 Q. Okay. At the bottom there, when you said "clearly we need
3 to take control of this and make sure she is aware of the
4 careful planning and approach," what did you mean by that?

5 A. That we need to explain to Stormy how tailored the
6 publication of a book is.

7 Q. You were worried about her focus, weren't you?

8 A. I wanted to maximize her efforts.

9 Q. And you were concerned that she was not focusing her
10 efforts on promoting the book, right?

11 A. In this instance I was concerned that she was wasting
12 efforts on things that wouldn't help promote the book.

13 Q. Okay.

14 MR. DALACK: Can we please pull up what's been marked
15 as Defense Exhibit R62.

16 BY MR. DALACK:

17 Q. Do you recognize the document in front of you, Mr. Janklow?

18 A. It's a text exchange.

19 Q. Sorry. I didn't hear you.

20 A. It is a text exchange. Sorry.

21 Q. Who is it with?

22 A. I don't know. I don't know why this -- these don't say who
23 it's with. Let me read through it. One moment. It seems like
24 it's with Mr. Avenatti.

25 Q. Okay.

Mlonave5

Janklow - Cross

1 MR. DALACK: Your Honor, I would like to publish
2 Defense Exhibit R62 to the jury.

3 THE COURT: First you need to offer it.

4 MR. DALACK: I would like to offer defense Exhibit R62
5 into evidence, your Honor.

6 MR. PODOLSKY: Objection. Foundation, hearsay,
7 relevance.

8 MR. DALACK: I am not offering it for the truth of the
9 matter asserted, just for the present-sense impression of the
10 witness and for his state of mind. And also I've laid the
11 foundation that he recognizes the document and that it's a text
12 exchange with Mr. Avenatti.

13 THE COURT: The foundation is laid it will be admitted
14 with the understanding, ladies and gentlemen, that you are not
15 to consider this for the truth of anything in the texts
16 themselves but for the effect that it had on Mr. Janklow, the
17 fact that they were sent and a reflection of his state of mind
18 at the time that he sent his messages.

19 You may proceed.

20 MR. DALACK: Thank you. Please publish to the jury.

21 (Defendant's Exhibit R62 received in evidence)

22 BY MR. DALACK:

23 Q. At the very top of the page, I am going to just read while
24 you follow along, Mr. Janklow. Okay?

25 A. Sure.

Mlonave5

Janklow - Cross

1 Q. "I guess I'm fine with it too. We're resigned to not being
2 listened to at all. It's a shame, as she'll sell fewer books
3 and make less money, but, hey, our sanity is important too."

4 That is your message, isn't it?

5 A. Yes.

6 Q. And you are writing that to Mr. Avenatti?

7 A. Yes.

8 Q. Okay. What did you mean when you said, "Our sanity is
9 important too"?

10 A. With a lot of first-time clients, first-time writers, they
11 think they have ideas about how to execute the publication of a
12 book, and there is a point at which you have to kind of leave
13 it alone and let them make some mistakes so then you hopefully
14 can steer them back on course.

15 Q. Okay. I am asking you more about what does that have to do
16 with your sanity, Mr. Janklow.

17 A. I'm implying that it doesn't make sense for us to continue
18 trying to educate her at this point.

19 Q. And Ms. Daniels was stressing you out, wasn't she?

20 A. No. She was being a client.

21 Q. She was causing you to question your sanity, wasn't she?

22 A. That's the definition of my job.

23 Q. Okay. Now if we can go to the middle of the page to a text
24 dated, I believe that's September 8, 2018 at 5:15 a.m. You
25 pasted a link there, right?

Mlonave5

Janklow - Cross

1 A. It looks like it, yes.

2 Q. Okay. Do you remember what that link was to?

3 A. I do not.

4 Q. Okay.

5 A. I mean --

6 Q. If I --

7 A. It says, "Stormy Daniels Says Bring Trump TV Interview."

8 That's all it says.

9 Q. Do you recall a point in time in which, in the beginning of
10 September of 2018, Ms. Daniels informed the press that she was
11 going to have an interview on The View?

12 A. I don't remember the order of operations, whether Michael
13 told me that first or she brought that up. I can't remember.

14 Q. Okay. At the bottom here it says, "I just got a very
15 pissed off note from Sally. And she's right of course. I told
16 her you and I were very pissed as well and that she's
17 impossible. What can we tell them? Nothing really, right?
18 Perhaps you should write with your frustrations as well."

19 Mr. Janklow, what is that referring to?

20 A. Much the same thing as I was referring to earlier. It's,
21 as I said before, Stormy had prerequisites in her contract for
22 how she dealt with the press. She was supposed to do no press.
23 She was constantly -- not constantly, occasionally doing press
24 that she shouldn't have been doing, and the publisher likes to
25 protect their interest. They pay a lot of money for the book.

Mlonave5

Janklow - Cross

1 They don't want it exposed prior to the publication of their
2 book. So her publisher was pissed off because Stormy was out
3 doing press when she was not supposed to.

4 Q. And Sally here is Sally Richardson from McMillan, right?

5 A. Correct.

6 Q. Or St. Martin's I suppose?

7 A. Both.

8 Q. You respond, "I told her," meaning Sally, "that you and I
9 were very pissed," meaning you and Mr. Avenatti, right?

10 A. Yes.

11 Q. Okay. And that she's impossible. The "she" there is
12 Ms. Daniels, isn't it?

13 A. Correct.

14 Q. You were referring to her as impossible, right?

15 A. As I do with, with humor, to a lot of my clients, yes.

16 Q. Okay. And then you followed up with, "What can we tell
17 them? Nothing really, right?"

18 You were dumbfounded; you didn't know what to do?

19 A. No. There was just nothing else to tell them at that
20 point.

21 Q. Because Stormy Daniels was going to do what Stormy Daniels
22 was going to do. Am I right, Mr. Janklow?

23 A. No, because she had done what she had done.

24 Q. She hadn't gone on the interview yet, right?

25 A. Correct.

Mlonave5

Janklow - Cross

1 Q. She had just announced it?

2 A. I am not sure because I don't remember the date of that
3 announcement.

4 Q. Now, when you met with government yesterday, you told them
5 that you didn't think Mr. Avenatti thought very highly of
6 Stormy Daniels, right?

7 A. No.

8 Q. You didn't tell them that?

9 A. I did not say that.

10 Q. You didn't tell them that Michael would say, Dude, she's
11 insane, she's a porn actress, doesn't understand the real
12 world? Those weren't your words?

13 A. She would -- he would express frustration.

14 Q. Right. I am asking you, in your meeting yesterday
15 afternoon with the government, did you tell them that Michael
16 Avenatti would tell you, Dude, Stormy Daniels is insane, she is
17 a porn actress, she doesn't understand the real world?

18 A. Yeah, he said that.

19 Q. And you told the government that?

20 A. Yeah.

21 Q. Okay. But, in fact, you feel the same way, don't you,
22 Mr. Janklow?

23 A. No, I don't.

24 MR. PODOLSKY: Well, let's pull up R62 again, please.
25 Can we go to the bottom of the page.

Mlonave5

Janklow - Cross

1 BY MR. DALACK:

2 Q. Please follow along while I read aloud on the left in the
3 gray bubble. "Lost you. You are not dependent on Stormy. She
4 was the foot you kicked down the door with. She's as much a
5 liability as a reason."

6 That's your words, isn't it?

7 A. Yes.

8 Q. And you're referring to Stormy Daniels being a liability,
9 right?

10 A. To Michael and his ambitions, yes.

11 Q. And you referred to her as the foot that Michael kicked
12 down the door with, right?

13 A. Correct.

14 Q. That's just a tool of Mr. Avenatti's, right?

15 A. No. That was his introduction. That was his first way
16 onto the public stage.

17 MR. DALACK: Okay. Let's pull up for the witness only
18 what's been marked as Defense Exhibit R68, please, the witness,
19 and the Court and the parties.

20 One moment, your Honor.

21 THE COURT: Next question, Mr. Dalack.

22 MR. DALACK: I'm sorry, please put R68 in front of the
23 witness and the Court. Thank you.

24 BY MR. DALACK:

25 Q. Mr. Janklow, do you recognize what's in front of you?

Mlonave5

Janklow - Cross

1 A. A text conversation.

2 Q. And who's that between?

3 A. It looks like it's me and Mr. Avenatti again.

4 MR. DALACK: Your Honor, I would like to introduce
5 into evidence Defense Exhibit R68, please, again not for the
6 truth of the matter asserted, but that the text exchange
7 occurred and as to the witness's state of mind.

8 THE COURT: Any objection?

9 MR. PODOLSKY: Yes, your Honor, hearsay and relevance,
10 including relevance of his state of mind.

11 THE COURT: Overruled. Admitted with the same
12 instructions as earlier, ladies and gentlemen.

13 (Defendant's Exhibit R68 received in evidence)

14 MR. DALACK: Thank you. Can we zoom in on the top,
15 Ms. Vicari.

16 Hold on one second. Not the address, just from "sorry
17 on the train."

18 Thank you.

19 BY MR. DALACK:

20 Q. All right. Please follow along while I read, Mr. Janklow.

21 "Sorry, on the train.

22 "If she was smart, she'd start planning for her life
23 beyond all this and beyond just higher club fees, but I'm not
24 sure she exactly wants a different life, you know?"

25 Those are your words, aren't they?

Mlonave5

Janklow - Cross

1 A. Yes.

2 Q. You are referring to Ms. Daniels, aren't you?

3 A. Yes.

4 Q. You are saying that if she wants to be anything more than a
5 stripper who gets paid in tips, she could have it, right?

6 A. No, that's not what I am saying.

7 Q. What are you saying there? What are the club fees?

8 A. Those are her fees for dancing, yes.

9 Q. Okay. What do you mean if she starts planning for her life
10 beyond this and beyond the club fees? What did you mean by
11 that?

12 A. It references back to the core story of the book, which is
13 that she's much more than that and she was a feminist icon at
14 the time and that I told her that if this book was done
15 correctly it would change her life and it would vault her into
16 a whole different type of life. She wanted it, and it turns
17 out that I am not sure that she did want that.

18 Q. Right. You followed up with I'm not sure she actually
19 wants a different life, you know?

20 A. Correct.

21 Q. You are implying that she doesn't want to be anything more
22 than a stripper?

23 A. No. I'm just saying that I don't know if she wants
24 anything different.

25 Q. Okay. Those are your words, not Mr. Avenatti's, right?

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Janklow - Cross

1 A. Yes. I was sad about that.

2 Q. Now, let me go to the text that begins with 9/25/2018 at
3 7:44 a.m.

4 Please read while I -- follow along while I read aloud.

5 "Morning. We have to get Denver to respond to the
6 press. They're fucking insane to ignore that. WTF."

7 Those are your words, right?

8 A. Yes.

9 Q. Do you remember what this is in reference to?

10 A. Not specifically.

11 Q. You don't remember what the issue was that Denver had to
12 respond to in the press?

13 A. No.

14 Q. Okay. When you said, "They're fucking insane to ignore
15 that," the "they" are who?

16 A. Denver and Stormy.

17 MR. DALACK: Minimize that, please.

18 BY MR. DALACK:

19 Q. So you were asking for Mr. Avenatti's help to get in touch
20 with Denver Nicks, right?

21 A. No. I was discussing it with Mr. Avenatti.

22 MR. DALACK: Okay. Well, let's go to R69, please,
23 just for the witness and for the parties.

24 BY MR. DALACK:

25 Q. Okay. Mr. Janklow, do you recognize what I just put in

Mlonave5

Janklow - Cross

1 front of you?

2 A. It looks like a text conversation between me and
3 Mr. Avenatti.

4 Q. Thank you. Can you tell what dates it's from?

5 A. At the top it says September 26 '18.

6 MR. DALACK: Okay. Your Honor, I would like to
7 introduce into evidence what's been marked as Defense Exhibit
8 R69, please.

9 THE COURT: Subject to the same proviso, any
10 objection?

11 MR. PODOLSKY: No, your Honor.

12 THE COURT: All right. Admitted with the same
13 instructions, ladies and gentlemen.

14 (Defendant's Exhibit R69 received in evidence)

15 THE COURT: You may proceed.

16 BY MR. DALACK:

17 Q. At the top there in the green bubble it says, "Will call
18 later. Denver is on it."

19 Who is that from?

20 A. Michael.

21 Q. Your response is, "Sweet. Thanks. I know you're nuts
22 today. No rush."

23 Right?

24 A. Yes.

25 Q. Michael says, "Let me handle response to Denver. Tell the

Mlonave5

Janklow - Cross

1 publisher." Right?

2 A. Yes.

3 Q. You guys are working together, right?

4 A. Yes.

5 Q. You responded, "Dude, I am going to fantasize about
6 responding to him."

7 Who's the "him"?

8 A. Denver.

9 Q. "Fucking deluded clowns. Can't believe you have to deal
10 with this."

11 Who are the deluded clowns you're referring to in
12 this message, Mr. Janklow?

13 A. Denver and people around Stormy.

14 Q. Including Stormy?

15 A. In this case I don't think so, no.

16 Q. You were parsing out Denver and Stormy from the rest of her
17 crew there?

18 A. I was parsing out Denver and other people -- it was in
19 response to Denver's note about public publicity.

20 Q. Let's go to the line right below that. "She's going to
21 sink this. It's hard to watch. Let me know when and if you
22 want to unleash me. What do we have to lose?"

23 Those are your words, right?

24 A. Yes.

25 Q. Okay. And "she's going to sink this." Who is the "she"?

Mlonave5

Janklow - Cross

1 A. Stormy.

2 Q. It's hard to watch. What was hard to watch, Mr. Janklow?

3 A. Her emotional collapse at the release of this book.

4 Q. She was difficult to deal with, wasn't she?

5 A. She was hurt and she was scared of what the book was
6 exposing.

7 Q. You didn't say that here, right?

8 A. No, I am talking to Michael.

9 Q. I'm saying you didn't say that in this text message, did
10 you?

11 A. Right. I was talking to Michael.

12 Q. You said, "She's going to sink this. It's hard to watch."

13 A. Correct.

14 Q. "Let me know when and if you want to unleash me."

15 Unleash you to do what, Mr. Janklow?

16 A. Talk to her.

17 Q. It sounds like you wanted to reprimand her, doesn't it?

18 A. I wanted to talk to her.

19 Q. You wanted somebody to unleash you so you could have a
20 talking to?

21 A. Yes.

22 Q. Mr. Janklow, you are a book agent, right?

23 A. Yes, I am.

24 Q. So you read a lot, right?

25 A. Yes, I do.

Mlonave5

Janklow - Cross

1 Q. And words matter, don't they?

2 A. Very much so.

3 Q. When you say I want to be unleashed on somebody, what does
4 that imply to you?

5 A. That's sarcasm with a person who at the time was a friend.

6 Q. Ah, okay. Let's go to the bottom one on the page now.

7 "Got my phone back. Any Storm news?"

8 Mr. Avenatti: "No."

9 "Ugh, she's blanked you? What a fucking nightmare.
10 Sorry."

11 Mr. Avenatti: "Chill."

12 You were the one who said what a fucking nightmare,
13 weren't you?

14 A. Yes.

15 Q. Mr. Avenatti is telling you to relax, isn't he?

16 A. Right, but I'm sympathizing with him.

17 Q. Because Stormy is difficult to work with, right?

18 A. On average so, yes, like most of my clients.

19 Q. I'm not asking about most of your clients --

20 A. Yes.

21 Q. -- Mr. Janklow?

22 A. She was --

23 Q. Let me just finish my question, please.

24 A. All right.

25 Q. I am not asking about most of your clients. I am asking

Mlonave5

Janklow - Cross

1 here about Ms. Daniels, and you said here "what a fucking
2 nightmare." Sorry. Right?

3 A. Correct.

4 Q. And you're referring to your interactions and
5 Mr. Avenatti's dealings with Ms. Daniels, right?

6 A. Over publicity, yes.

7 Q. Because dealing with Ms. Daniels is a fucking nightmare,
8 isn't it?

9 A. About publicity, yes.

10 MR. DALACK: Okay. All right. Can we go to what's
11 been marked as Defense Exhibit R70, please, just for the
12 witness and for the parties at this point.

13 BY MR. DALACK:

14 Q. Mr. Janklow, do you recognize the document in front of you?

15 A. It is a text exchange.

16 Q. Who is it with?

17 A. Mr. Avenatti.

18 Q. You saw this earlier, right?

19 A. I don't recall this one specifically.

20 Q. Well, if you look at the bottom it says, should I --

21 MR. DALACK: Well, before I quote from it, your Honor,
22 I would like to move Defense Exhibit R70 into evidence with the
23 same proviso.

24 THE COURT: On this particular one I don't see any 401
25 reason for it.

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Janklow - Cross

1 MR. DALACK: It's the full exchange from what the
2 government introduced with respect to the bottom portion. It's
3 both completing the narrative and it's relevant to the
4 witness's state of mind.

5 THE COURT: Any objection?

6 MR. PODOLSKY: Yes, your Honor. No rule of
7 completeness concern here --

8 THE COURT: Can you keep your voice up.

9 MR. PODOLSKY: No rule of completeness concern here.
10 The bottom is cumulative, and the top is irrelevant.

11 THE COURT: Sustained.

12 MR. DALACK: Okay. Can we go back to R69, please.

13 Can we go to the bottom. Blow that up, Ms. Vicari.

14 BY MR. DALACK:

15 Q. Mr. Janklow, please read along while -- follow along while
16 I read out loud.

17 "Good morning. You know I hate writing you these
18 notes, but I've got St. Martin in the redline now, and of
19 course we can't blame them. Is there anything we can tell
20 them? Sorry to bug you. I know you're swamped. We're doing
21 the 10:45 call? If so, I'll call you from my office phone and
22 then we'll call them, okay?"

23 That was a message you sent to Mr. Avenatti, right?

24 A. Yes.

25 Q. Here you're trying to reassure St. Martin's about the

Mlonave5

Janklow - Cross

1 publicity efforts, right?

2 A. Correct.

3 Q. You're trying to assure them that everything is going to be
4 okay with the book deal, right?

5 A. With the publicity efforts.

6 Q. You were inviting Mr. Avenatti into this call, weren't you?

7 A. He was involved -- he was invited always.

8 Q. But you were inviting him, correct?

9 A. Yes, because we had to speak to the publisher.

10 Q. Even though you were the book agent?

11 A. Correct.

12 Q. You were soliciting Mr. Avenatti's assistance, right?

13 A. Yeah.

14 Q. "Is there anything we can tell them?"

15 Tell them about what, Mr. Janklow?

16 A. A change in course.

17 Q. Okay. And what does in the redline mean, Mr. Janklow?

18 A. Revved up.

19 Q. I'm sorry?

20 A. Revved up, agitated.

21 Q. That the publisher is agitated?

22 A. Correct.

23 Q. Okay. And they're agitated with Ms. Daniels?

24 A. They're agitated with her not meeting her legal
25 requirements in the contract for publicity.

Mlonave5

Janklow - Cross

1 Q. That was your understanding?

2 A. That was the fact.

3 MR. DALACK: Okay. Can we just pull up for the
4 witness and for the parties what's been marked as Defense
5 Exhibit R81.

6 BY MR. DALACK:

7 Q. Mr. Janklow, directing your attention to the bottom of the
8 page, the date is 11/28/18. Do you recognize the text there?

9 A. Yes.

10 Q. Okay. What is it?

11 A. A conversation between me and Mr. Avenatti.

12 Q. And what is it about?

13 A. It's about what seems like, to be a video clip on YouTube.

14 Q. Regarding?

15 A. Stormy.

16 MR. DALACK: Your Honor, I would like to introduce
17 Defense Exhibit R81 into evidence.

18 THE COURT: Subject to the limiting instructions
19 earlier, any objection.

20 MR. PODOLSKY: Same objection as earlier. Relevance.

21 THE COURT: It is admitted subject to the same
22 limiting instruction that is I gave you earlier.

23 (Defendant's Exhibit R81 received in evidence)

24 THE COURT: You may proceed.

25 BY MR. DALACK:

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Janklow - Cross

1 Q. In the blue bubble who is that?

2 A. Mr. Avenatti.

3 Q. In the gray bubbles is?

4 A. Myself.

5 Q. Mr. Avenatti asked you to call him ASAP, right?

6 A. Yes, he does.

7 Q. You were at a dinner in London for the Beastie Boys,
8 correct?

9 A. Correct.

10 Q. It sounds like a lot of fun.

11 A. It was.

12 Q. And he says to you, "Stormy is off the reservation. Call
13 me ASAP." Right?

14 A. Yes.

15 Q. He sends you a YouTube link, right?

16 A. Yes.

17 Q. He tells you to go to 4 minutes and 55 seconds on the
18 counter, right?

19 A. Yes.

20 Q. Do you remember what that YouTube video was?

21 A. I think it was her on Don Lemon.

22 Q. Okay. You responded, "I know, she's really tricky and
23 untrustworthy. That's actually why I wanted to be more honest
24 with her throughout this book process, to take some of it off
25 you and have her have to face her own bullshit, of which there

Mlonave5

Janklow - Cross

1 is plenty. She is impulsively mercenary."

2 Those are your words, right, Mr. Janklow?

3 A. They are.

4 Q. You're describing Ms. Daniels, aren't you?

5 A. I am just describing a chunk of her behavior, yes.

6 Q. You are describing an aspect of Ms. Daniels, aren't you,
7 Mr. Janklow?

8 A. I'm describing some of -- a confined bit of her behavior
9 regarding publicity.

10 Q. Okay.

11 A. And regarding this interview.

12 Q. You've mentioned a few times during your trial testimony
13 today that Mr. Avenatti seemed to express a preference to be
14 the one to communicate with Ms. Daniels, right?

15 A. Yes.

16 Q. Now, before we get into the nitty gritty of the chronology
17 of the book deal, which I am looking forward to, I want to ask
18 you a few questions about that dynamic that you had with
19 Ms. Daniels, okay?

20 A. Sure.

21 THE COURT: Mr. Dalack, can you pause for one moment.
22 My understanding is that the monitors of the last three jurors
23 are not working. Our AV staff is here, so just give us one
24 moment while we try and sort that out.

25 In the meantime, if folks want to stand and stretch,

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Janklow - Cross

1 you're welcome to do so.

2 THE COURT: Mr. Dalack.

3 We're good to go? All right. Everybody can take
4 their seat. Just give us one minute and then we'll get started
5 again.

6 All right. Proceed.

7 MR. DALACK: Thank you, judge.

8 THE COURT: Sorry for the interruption.

9 BY MR. DALACK:

10 Q. When you met with the government yesterday, Mr. Janklow,
11 you told them that you had wanted to talk directly to Stormy
12 Daniels, right?

13 MR. PODOLSKY: Objection, your Honor. Hearsay.

14 THE COURT: Sustained.

15 BY MR. DALACK:

16 Q. Okay. Mr. Janklow, did you want to speak directly with
17 Ms. Daniels over the course of the book deal?

18 A. Yes.

19 Q. Did you ask Mr. Avenatti about that?

20 A. Yes.

21 Q. Do you recall that on April 20, 2018, you asked
22 Mr. Avenatti for Stormy Daniels' contact information?

23 A. I don't recall that specifically, but I -- it sounds like I
24 would at the beginning of the process.

25 Q. Okay.

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Janklow - Cross

1 MR. DALACK: If we can pull up for the witness,
2 please, what's been marked as Defense Exhibit R15.

3 (Continued on next page)

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Janklow - Cross

1 BY MR. DALACK:

2 Q. And focusing on the bottom portion there, from April 20
3 down, do you recognize this communication, Mr. Janklow?

4 A. I do.

5 Q. What is it?

6 A. It is a note -- it's a text conversation between me and Mr.
7 Avenatti.

8 MR. DALACK: Your Honor, I'd like to introduce Defense
9 Exhibit R15 into evidence with the same proviso.

10 THE COURT: Well, I haven't seen the rest of it, so
11 just the bottom message.

12 MR. DALACK: It's just that bottom message, your
13 Honor, yes.

14 THE COURT: Why don't you just elicit it; given that
15 there are other messages, you can inquire about that message.

16 MR. DALACK: OK.

17 Q. Mr. Janklow, does this refresh your recollection that on
18 April 20, 2018, you asked Mr. Avenatti if there would be a line
19 of communication between you and Stormy Daniels?

20 A. Yes.

21 Q. And just to be accurate for a second, this was
22 approximately how many days after Ms. Daniels executed her
23 agreement with you?

24 A. Nine.

25 Q. I thought she signed it on the 13th.

MloWave6

Janklow - Cross

1 A. Oh, with me. Sorry. Yeah. I don't remember exactly when
2 our retainer was signed. Yes. If you want to show me, I'll
3 tell you exactly.

4 Q. OK. But it was close in time when Ms. Daniels signed her
5 retainer with Janklow & Nesbit, right?

6 A. Yes.

7 MR. DALACK: And if we can go to R16, please.

8 Q. Do you recognize this message, the document in front of
9 you, Mr. Janklow?

10 A. It's a conversation between me and Mr. Avenatti.

11 Q. And does this refresh your recollection that on April 21,
12 2018, at 9:30 in the morning, according to this time stamp, Mr.
13 Avenatti texted you Stormy Daniels's contact information?
14 Right?

15 A. Yes.

16 Q. Can you point me to anywhere on this page where Mr.
17 Avenatti --

18 MR. PODOLSKY: Objection, your Honor. This is not in
19 evidence.

20 THE COURT: Sustained.

21 MR. DALACK: OK. Your Honor, to the extent the
22 witness has identified the document as a text exchange between
23 him and Mr. Avenatti, I'd like to offer the top part into
24 evidence.

25 THE COURT: Can you zoom out, please.

MloWave6

Janklow - Cross

1 All right. By the top portion, you mean which?

2 MR. DALACK: From --

3 THE COURT: The first green message and the message
4 that follows it?

5 MR. DALACK: Yes, the first green message and the
6 message that follows it, your Honor. Yes.

7 THE COURT: Any objection with the understanding it's
8 not for its truth?

9 MR. PODOLSKY: No, your Honor. That's fine.

10 THE COURT: All right. Admitted, subject to the same
11 instructions, and to be clear, it's just these two messages
12 that are now displayed on the screen, the green message at 9:29
13 a.m. on April 21, 2019, and the response.

14 (Defendant's Exhibit R16 received in evidence)

15 BY MR. DALACK:

16 Q. Here, this is Mr. Avenatti is sending you Stormy Daniels's
17 contact information, right?

18 A. Yes.

19 Q. And there's nothing on this page that suggests he objected
20 to giving you her contact information, right?

21 A. No.

22 Q. You asked for it on the 20th, right?

23 A. Yes.

24 Q. And he sent it to you on the 21st, right?

25 A. Yes.

MloWave6

Janklow - Cross

1 Q. And you replied, "thanks, got it," right?

2 A. Yes.

3 Q. And then you followed up with "also regarding triple dollar
4 sign, we need to discuss and balance our timing,
5 confidentiality, etc." What are you talking about here?

6 A. Michael's book.

7 Q. You're bringing up Mr. Avenatti's book here, right?

8 A. In this snippet you're showing me, yes.

9 Q. OK. And Mr. Avenatti, after he gave you Ms. Daniels's
10 contact information, you had contact with Stormy Daniels,
11 didn't you?

12 A. I never said I didn't have any contact with her.

13 Q. Right. And Mr. Avenatti didn't interfere with your ability
14 to have contact with her, did he?

15 A. He discouraged me from contacting her, consistently.

16 Q. OK. Mr. Janklow, you had her cell phone number, did you
17 not?

18 A. I have a lot of cell phone numbers.

19 Q. OK. She was a client of Janklow & Nesbit, was she not?

20 A. She was indeed.

21 Q. And you had her phone number, right?

22 A. And her email, yes.

23 Q. And her WhatsApp handle, right?

24 A. Correct.

25 Q. And you were provided this information by Mr. Avenatti,

MloWave6

Janklow - Cross

1 weren't you?

2 A. Her attorney, yes.

3 Q. Yes. And so you had a direct line of communication with
4 Stormy Daniels, correct?

5 A. I had the ability to have a direct line.

6 Q. And with that ability to have a direct line with Stormy
7 Daniels, you exercised it, didn't you?

8 A. Very rarely.

9 Q. Well, let's talk about the times that you did exercise it.
10 The summer of 2018 was a very busy time for the book deal, was
11 it not?

12 A. Yes.

13 Q. And that's because that was when Ms. Daniels was going to
14 be working on the book with her ghost writer?

15 A. Correct.

16 Q. And she was trying to hit a manuscript deadline?

17 A. Correct.

18 Q. So that it could go under editing?

19 A. Correct.

20 Q. And redlining?

21 A. No. Just editing.

22 Q. OK. Maybe I had the terminology down wrong.

23 And then there had to be approval of the book cover, right?

24 A. Creation of and approval of, yes.

25 Q. There had to be an epilogue that was written?

MloWave6

Janklow - Cross

1 A. If she so chose.

2 Q. Right. There had to be an acknowledgment section or
3 dedication section if she so chose?

4 A. Correct.

5 Q. There was a lot happening in the summer of 2018 with
6 respect to the book, was there not?

7 A. An average amount.

8 Q. OK. And on July 8, 2018, you asked Mr. Avenatti about
9 speaking with St. Martin's Press the following day about issues
10 relating to the book, did you not?

11 A. I have to see. I don't know what you're referring to.

12 MR. DALACK: OK. Can we please pull up for the
13 witness what's been marked as Defense Exhibit R44.

14 Q. Do you recognize the document in front of you, Mr. Janklow?

15 A. It's a text conversation.

16 Q. Between whom?

17 A. I assume Mr. Avenatti and me.

18 Q. I don't want you to make an assumption, Mr. Janklow. Do
19 you recognize it?

20 A. It looks like a conversation between me and Michael, yes.

21 MR. DALACK: OK. Your Honor, I'd like to move into
22 evidence what's been marked as Defense Exhibit R44, please.

23 THE COURT: Any objection?

24 MR. PODOLSKY: Objection, your Honor. Relevance.

25 THE COURT: Sustained.

MloWave6

Janklow - Cross

1 MR. DALACK: May I lay a different foundation, your
2 Honor?

3 THE COURT: I'm sorry?

4 MR. DALACK: May I lay a different foundation?

5 THE COURT: You can certainly ask another question.
6 Go ahead.

7 Q. Mr. Janklow, does this refresh your recollection that on
8 July 8, 2018, you contacted Mr. Avenatti about a phone call
9 with St. Martin's Press?

10 THE COURT: Let me be clear, Mr. Janklow. Take a look
11 at this exhibit. Don't read what's on the exhibit. The
12 question is, having read the exhibit, does that refresh your
13 recollection about that?

14 A. No.

15 Q. Did you not just testify that you recognized this document
16 as a text exchange between you and Mr. Avenatti?

17 MR. PODOLSKY: Objection, your Honor.

18 THE COURT: Sustained.

19 BY MR. DALACK:

20 Q. In the summer of 2018, Mr. Janklow, you were trying to work
21 with the publisher to meet certain deadlines with respect to
22 Stormy Daniels's book, right?

23 A. I was doing my job.

24 Q. And in doing your job, you solicited Mr. Avenatti's
25 assistance, did you not?

MloWave6

Janklow - Cross

1 A. Yes, of course.

2 Q. And on a number of occasions you invited him to participate
3 in phone calls with the publisher, right?

4 A. Yes.

5 Q. OK. And now looking at this document right here, does this
6 refresh your recollection that on a particular date in July,
7 July 8, 2018, you invited him to participate in a specific call
8 with the publisher on July 9, 2018?

9 MR. PODOLSKY: Objection.

10 A. I ask him, yes.

11 Q. OK. That refreshes your recollection?

12 THE COURT: I think there was an objection.

13 MR. PODOLSKY: Objection, your Honor.

14 THE COURT: I'll allow it.

15 Again, looking at this document, does it refresh your
16 recollection that there was that -- that you invited him to
17 participate in this specific call -- yes or no -- sitting here
18 today?

19 THE WITNESS: Yes.

20 BY MR. DALACK:

21 Q. And that call was going to be on July 9, 2018, right?

22 A. Looks like it.

23 MR. PODOLSKY: Objection.

24 THE COURT: Sustained.

25 Mr. Janklow, there are technical rules of evidence

MloWave6

Janklow - Cross

1 here, but the question is asking what your recollection is here
2 sitting today, not what it says on the document. So don't read
3 what's on the document. Don't assume that what's on the
4 document is correct or incorrect. The question is sitting here
5 today, having read this document, do you recall what Mr. Dalack
6 is asking about?

7 THE WITNESS: Then I have to say no.

8 THE COURT: OK.

9 MR. DALACK: OK.

10 Q. This doesn't -- Mr. Janklow, you -- we went over this,
11 right? You prepared for your testimony today, did you not?

12 A. Yes.

13 Q. You reviewed text messages between you and Mr. Avenatti,
14 right?

15 A. Yes.

16 Q. And you reviewed emails between you and Mr. Avenatti,
17 right?

18 A. Yes.

19 Q. And you reviewed emails between you and folks from St.
20 Martin's Press, did you not?

21 A. Yes.

22 Q. And you're testifying under oath today, right?

23 A. I am.

24 Q. So looking at this document, again --

25 MR. PODOLSKY: Objection.

MloWave6

Janklow - Cross

1 Q. -- your testimony is that this does not refresh your
2 recollection that you invited Mr. Avenatti to participate in a
3 phone call with the publisher on July 9, 2018?

4 MR. PODOLSKY: Objection.

5 THE COURT: Sustained.

6 Let's move on, Mr. Dalack.

7 MR. DALACK: OK.

8 Q. Do you recall a time when Ms. Daniels had signed up to
9 participate in a show called Big Brother?

10 A. Mr. Avenatti told me that.

11 Q. OK. So you recall that?

12 A. I recall Mr. Avenatti telling me that.

13 Q. OK. And do you recall you asking Mr. Avenatti details
14 about Ms. Daniels's anticipated participation in Big Brother?

15 A. I do.

16 MR. DALACK: Can we please pull up for the witness and
17 the parties what's been marked as Defense Exhibit R45.

18 Q. Do you recognize the document in front of you, Mr. Janklow?

19 A. It's a text conversation.

20 Q. Who's it with?

21 A. Me and Mr. Avenatti.

22 Q. What is it about?

23 A. Read for a moment.

24 It's about Big Brother and the potential to complicate the
25 schedule that it posed.

MloWave6

Janklow - Cross

1 MR. DALACK: Your Honor, I'd like to introduce into
2 evidence Defense Exhibit R45, please.

3 THE COURT: Any objection?

4 MR. PODOLSKY: Yes, your Honor. Relevance, scope,
5 hearsay.

6 THE COURT: Sustained.

7 MR. DALACK: I'm not offering it for the truth of the
8 matter asserted, your Honor.

9 THE COURT: All right. I understand. Let's move on,
10 Mr. Dalack.

11 BY MR. DALACK:

12 Q. Why were you concerned about Ms. Daniels participating in
13 Big Brother?

14 A. Because she was in contract, and one of the terms of the
15 contract was that she not expose herself to the press or
16 public -- or marketing until the book was out.

17 Q. Were you also concerned that her participation in Big
18 Brother would distract from her ability to comply with the
19 deadlines of the book deal?

20 A. I was concerned about how to organize it, that it was going
21 to be very complicated. I was not -- I was not concerned it
22 wasn't going to happen. It was just complicated.

23 MR. PODOLSKY: Your Honor, can we take down the
24 document that's not in evidence?

25 THE COURT: Yes, please.

MloWave6

Janklow - Cross

1 Q. And do you recall whether you would a conversation with
2 Stormy Daniels about this Big Brother appearance?

3 A. No, I don't recall.

4 MR. DALACK: OK. Can we please put back up for the
5 witness what's been marked as Defense Exhibit R45. Can we blow
6 up that portion right there.

7 Q. Without reading it aloud, Mr. Janklow, does this refresh
8 your recollection --

9 A. Which?

10 Q. -- that you had a conversation with Stormy Daniels about
11 her participation in Big Brother?

12 THE COURT: Same instructions. Just read this to
13 yourself. When you're done, the question is, sitting here
14 today, does that refresh your recollection that you spoke with
15 Ms. Daniels about Big Brother?

16 A. No, not specifically Big Brother.

17 Q. Does it refresh your recollection that on July 10, 2018,
18 you had a conversation with Ms. Daniels?

19 A. I'm not sure when it was exactly.

20 Q. Looking at the page right here, does it refresh your
21 recollection that it was July 10, 2018?

22 MR. PODOLSKY: Objection, your Honor.

23 THE COURT: Sustained.

24 BY MR. DALACK:

25 Q. And with respect to this conversation, whenever it took

MloWave6

Janklow - Cross

1 place, Mr. Avenatti didn't object to you communicating with
2 Ms. Daniels, did he?

3 A. No.

4 Q. OK. Now, we talked about, a little bit about the book
5 cover, and we'll get into it later, I imagine. Sometime near
6 the end of July 2018, Mr. Avenatti sent you Ms. Daniels's
7 comments on the book cover, is that correct?

8 A. I believe so. I don't remember the exact date.

9 MR. DALACK: OK. Can we please pull up for the
10 witness what's been marked as Defense Exhibit R49.

11 Q. Mr. Janklow, do you recognize this document?

12 A. Yes.

13 Q. What is it?

14 A. It's a text conversation.

15 Q. Between whom?

16 A. Me and Mr. Avenatti.

17 Q. And is it about the book deal?

18 A. It's about the book.

19 Q. Right.

20 A. Not the deal.

21 Q. Specifically about the book cover, correct?

22 A. It's partly -- yes. It's about the book cover and a few
23 other matters, yes.

24 MR. DALACK: Your Honor, I'd like to move Defense
25 Exhibit R49 into evidence, again not for the truth of the

MloWave6

Janklow - Cross

1 matter asserted on the page. It's for Mr. Avenatti state of
2 mind and Ms. Daniels's state of mind.

3 THE COURT: Any objection?

4 MR. PODOLSKY: Relevance.

5 THE COURT: I'll allow it subject to the same limiting
6 instructions as earlier.

7 MR. DALACK: Please publish to the jury.

8 Q. Now, at the top right corner there --

9 THE COURT: Mr. Dalack, I take it that line -- I think
10 that was put on by --

11 MR. DALACK: It was put on by my fat fingers, your
12 Honor, and I'm not exactly sure how to delete it from the
13 screen at this moment, unfortunately.

14 THE COURT: All right. We'll try to figure out how to
15 do that.

16 MR. DALACK: There we go. I think I figured it out
17 I'm sorry.

18 THE COURT: All right. Very good.

19 BY MR. DALACK:

20 Q. OK. So at the top right corner there, Mr. Janklow, who is
21 that message from?

22 A. Mr. Avenatti.

23 Q. And what does it appear to be to you?

24 A. A quote.

25 Q. From whom?

MloWave6

Janklow - Cross

1 A. Stormy.

2 Q. OK. She said: "Hate all of them. Denver's response,
3 seems so aggressive. You look like a convict, and honestly,
4 they all suck. P.S. Stormy cannot be the title." What is she
5 referring to there?

6 A. Cover proposals.

7 Q. And specifically she's reacting to the cover proposal of
8 the mug shot, right?

9 A. Yes.

10 Q. The one that you testified to she wanted to be the book
11 cover, right?

12 A. The one that I testified she suggested be the book cover.

13 Q. And now she's saying that she hates it, right?

14 A. Yes.

15 Q. And right under that, you write: OK. So she wants to sink
16 the book because of this moronic asshole. What to do?" Who is
17 the moronic asshole you're referring to?

18 A. Denver.

19 Q. And then after that you forwarded a message that you had
20 sent to Ms. Daniels, right?

21 A. Yes.

22 Q. And you were explaining to Mr. Avenatti that you just sent
23 Ms. Daniels a very lengthy message about the title and the book
24 cover?

25 A. And approach, yes.

MloWave6

Janklow - Cross

1 Q. And approach.

2 This was you communicating directly with Ms. Daniels,
3 wasn't it?

4 A. Yes, it was.

5 Q. And you were informing Mr. Avenatti that you were
6 communicating directly with Ms. Daniels, were you not?

7 A. As I always did.

8 Q. And Mr. Avenatti did not object to you communicating in
9 this fashion with Ms. Daniels, did he?

10 A. In this instance.

11 Q. He didn't tell you to stop, right?

12 A. Not in this instance.

13 Q. And he didn't tell you to lay off, right?

14 A. Not in this instance.

15 Q. He didn't reprimand you, did he?

16 A. Not in this instance.

17 Q. OK. And you were frustrated, weren't you?

18 A. I was concerned for Stormy.

19 Q. You refer to her business manager, documentarian, whatever
20 Mr. Nicks is, as a moronic asshole, right?

21 A. He's not her business manager. He was her friend and
22 amateur documentarian.

23 Q. And you didn't think very highly of him, did you?

24 A. Not of his professionalism or his professional opinions.

25 Q. You were pretty frustrated, weren't you?

MloWave6

Janklow - Cross

1 A. It was annoying.

2 Q. Why was it annoying?

3 A. Because it was unprofessional and embarrassing.

4 Q. Were you afraid of losing face with the publisher?

5 A. No.

6 Q. Why not?

7 A. Because I'm professional. I'm not embarrassing.

8 Q. Were you afraid that Stormy Daniels would lose face with
9 the publisher?

10 A. I thought she might lose the confidence of the publisher.

11 Q. And that could affect the book deal, right?

12 A. That could affect the publication of the book, not the
13 deal.

14 Q. I'm sorry?

15 A. Not the deal. The publication of the book.

16 Q. Well, let's just take a step back for a second. You had
17 mentioned in your testimony that there were certain obligations
18 that Ms. Daniels had to meet in order to adhere to her
19 contractual obligations with St. Martin's Press, right?

20 A. Correct.

21 Q. And one of those obligations was to have a manuscript ready
22 on time, right?

23 A. Correct.

24 Q. And another one of those obligations was to adhere to
25 certain promotional responsibilities, right?

MloWave6

Janklow - Cross

1 A. Correct.

2 Q. And if those promotional responsibilities weren't met, it
3 could create a basis for St. Martin's Press to withhold money,
4 right?

5 A. They had a number of choices, yes.

6 Q. Yes. And if Ms. Daniels failed to meet certain deadlines
7 with respect to the actual publication of the book, that could
8 also be grounds for St. Martin's Press to withhold money from
9 Ms. Daniels, right?

10 A. No. That could be grounds for canceling the book.

11 Q. And if the book is canceled, Ms. Daniels doesn't get paid,
12 right?

13 A. She doesn't get paid any more.

14 Q. And you don't get paid any more, right?

15 A. No one does.

16 Q. Right. So you were very concerned about her messing up
17 this aspect of the book contract?

18 A. I wasn't concerned about the deadline because it was
19 already in on time.

20 Q. OK.

21 A. And accepted.

22 MR. DALACK: Can we please go to R50, please.

23 Q. Do you recognize this document, Mr. Janklow?

24 A. Yes.

25 Q. In fact, it appears to be a continuation from the text

MloWave6

Janklow - Cross

1 messages on the previous page, right?

2 A. It appears to be, yes.

3 Q. OK. And that's a text exchange between you and Mr.

4 Avenatti?

5 A. Yes.

6 MR. DALACK: Your Honor, I'd like to move for Defense
7 Exhibit R50 into evidence on the same proviso.

8 THE COURT: Any objection?

9 MR. PODOLSKY: Question, your Honor. Is it the whole
10 page?

11 MR. DALACK: Yes, your Honor, the whole page.

12 MR. PODOLSKY: We do object on relevance grounds,
13 certainly to portions of it.

14 MR. DALACK: Your Honor, I can explain. It goes both
15 to Mr. Janklow's state of mind and also to Ms. Daniels's state
16 of mind.

17 THE COURT: Can you blow up the bottom right, please.

18 MR. DALACK: Sure.

19 THE COURT: All right. I'll allow it subject to the
20 same instructions.

21 (Defendant's Exhibit R50 received in evidence)

22 MR. DALACK: Please publish to the jury.

23 Q. Can you read at the top, Mr. Janklow, the message that
24 starts with "this just in"?

25 A. "This just in. Wow. I can't believe you're remotely sane.

MloWave6

Janklow - Cross

1 My three favorite titles are: Whore; Director's Cut, and
2 Unbridled. I really want to call it whore. Stormy by Stormy
3 Daniels sounds so dumb and pretentious."

4 Q. Please continue.

5 A. "You cannot believe the conversation I'm having with her.
6 She's a masochist."

7 Q. And this is you reporting your conversation in real time
8 with Ms. Daniels to Mr. Avenatti, right?

9 A. I don't know if it was real time, but yes, it's me
10 reporting my conversation.

11 Q. OK. And when you say "This just in, wow, I can't believe
12 you're still remotely sane," what is that in reference to?

13 A. That's me joking with Michael about her locking on this
14 title and cover issue and just making worse and worse
15 suggestions.

16 Q. OK. And when you say your three favorite titles are Whore,
17 Director's Cut, and Unbridled --

18 A. Those are her favorite, her three favorites.

19 Q. You're relaying that to Mr. Avenatti?

20 A. No. I'm quote -- everything after I say the words, the
21 colon, those are her words. Those are quotes.

22 Q. I see. So I really want to call it Whore is her words and
23 not yours?

24 A. Yes.

25 Q. And when you say "you cannot believe the conversation I'm

MloWave6

Janklow - Cross

1 having with her, she's a masochist," what did you mean by that?

2 A. I meant that I'm trying to steer her towards what I
3 sincerely believe is the best thing for her, and she's
4 resistant.

5 Q. So now you're conveying your conversation with Stormy to
6 Mr. Avenatti, right?

7 A. Yes.

8 Q. You're directly communicating with Ms. Daniels here, are
9 you not?

10 A. It's the same bout of communications.

11 Q. And again, Mr. Avenatti is not objecting to your
12 communications with Ms. Daniels, is he?

13 A. In this instance, he did not.

14 Q. He's not telling you to stop talking with her, is he?

15 A. Not in this instance.

16 Q. And then you follow up with another message, right, "sent
17 this"?

18 A. Yes.

19 Q. Who is that to?

20 A. That was a quote of a note I wrote to Stormy.

21 Q. And you were conveying that to Mr. Avenatti, right?

22 A. I was keeping him aware of all my communications with her,
23 always.

24 Q. His response was?

25 A. "Great."

MloWave6

Janklow - Cross

1 Q. He was very pleased that you were having direct
2 communications with Ms. Daniels, wasn't he?

3 A. About the cover.

4 Q. Yes.

5 MR. DALACK: Can we please go to what's been marked
6 for identification purposes only as Defense Exhibit R66.

7 THE COURT: Mr. Dalack, I'm going to let you do a few
8 more of these, but I think it's time to move on to a different
9 line.

10 MR. DALACK: Yes, your Honor. Could we go back to
11 R60, please. Could we pull up what's been marked -- OK. R60's
12 in evidence at the moment, right?

13 I believe it is. Yeah.

14 Q. Going back to Defense Exhibit R60, Mr. Janklow, this is a
15 message from Stormy; you're forwarding a message here: "Hi,
16 Elizabeth. My schedule is crazy, and I'm curious if you guys
17 have scheduled signing appearances set up. I have stuff coming
18 up that could be fantastic. Could you give me name and contact
19 of who would be handling that? I'd like to connect them with
20 my tour manager and manager." Who did you understand her tour
21 manager and manager to be?

22 A. I don't remember.

23 Q. Isn't that Denver Nicks?

24 A. I don't think he was her tour manager. I don't know.

25 MR. DALACK: OK. Please pull up for the witness and

MloWave6

Janklow - Cross

1 the Court and the parties only what's been marked as Defense
2 Exhibit R66.

3 Q. Mr. Janklow, do you recognize this document?

4 A. Yes. It's a text conversation between me and Mr. Avenatti.

5 Q. And do you recall around what time it occurred?

6 A. I don't recall, but I can see it on the page.

7 Q. You recognize the exchange here between you and Mr.
8 Avenatti?

9 A. Yes.

10 MR. DALACK: Your Honor, I'd like to move Defense
11 Exhibit R66 into evidence not for the truth of the matter
12 asserted.

13 THE COURT: Any objection?

14 MR. PODOLSKY: Your Honor, the portion below the 106
15 is already in evidence. And the portion above, yes, as to
16 relevance.

17 THE COURT: All right. I'll allow it. It's admitted
18 subject to the same instructions.

19 As you'll see, ladies and gentlemen, the portion at
20 the bottom is actually in evidence already and that has been
21 admitted as evidence, but the portion at the top you may
22 consider only for the limited purposes that I described
23 earlier.

24 You may proceed.

25 (Defendant's Exhibit R66 received in evidence)

MloWave6

Janklow - Cross

1 BY MR. DALACK:

2 Q. The gray bubble at the top, Mr. Janklow -- "I'm talking to
3 her and I'll fill you in and see if they can do three" -- those
4 are your words, right?

5 A. Yes.

6 Q. You're writing a message to Mr. Avenatti?

7 A. Correct.

8 Q. By "I'm talking to her," you're talking to Stormy Daniels?

9 A. No.

10 Q. Who are you talking to?

11 A. Julie Grau.

12 Q. Who is Julie Brown?

13 A. The editor of Michael Avenatti's book.

14 Q. OK. And then "I just sent this to Stormy and she asked
15 about the excerpts two days ago and the Sharon Stone thing is
16 100 percent true." What did you send to Stormy?

17 A. I don't know.

18 Q. When you say "I just sent this to Stormy," what are you
19 referring to?

20 A. Oh. The quote at the bottom of that box.

21 Q. And what's that quote?

22 A. "On another note, I represent Sharon Stone. I just
23 finished a meeting with her, and she wants you to know that she
24 loves you and she -- and she and an army are true supporters,
25 and she's doing an event next week where she's planning on

MloWave6

Janklow - Cross

1 wearing the team Stormy t-shirt. So there."

2 Q. And the portion, "sorry I'm taking so long to respond," you
3 also sent that to Ms. Daniels, right?

4 A. Hold on a second.

5 Yes.

6 Q. You forwarded this to Mr. Avenatti, didn't you?

7 A. Yes.

8 Q. He didn't object to you communicating with Ms. Daniels
9 about this, right?

10 A. No.

11 Q. OK.

12 A. Because I forward him everything.

13 Q. Now let's just take a step back, Mr. Janklow, and talk
14 about when you first met Mr. Avenatti. Do you remember when
15 that was?

16 A. March of '18, I think.

17 Q. OK. Do you remember the circumstances?

18 A. We met at a hotel bar, I believe.

19 Q. Do you recall who introduced you?

20 A. I do.

21 Q. Who introduced you?

22 A. A client friend and journalist.

23 Q. Is that Anderson Cooper?

24 A. That would be Anderson Cooper.

25 Q. And he introduced the two of you by email, did he not?

MloWave6

Janklow - Cross

1 A. Yes.

2 Q. Do you remember whether that was on or about March 12,
3 2018?

4 A. I don't remember.

5 MR. DALACK: Can we please pull up for the parties and
6 the Court what's been marked for identification purposes only
7 as LJ1.

8 THE COURT: Mr. Dalack, any sense of how much longer
9 you have on cross?

10 MR. DALACK: I expect I'll go right until three today,
11 your Honor, and then we'll probably have, maybe, approximately
12 30 to 45 minutes tomorrow.

13 THE COURT: OK.

14 MR. DALACK: Thank you.

15 Q. Mr. Janklow, do you recognize that document?

16 A. Yes. It's an email.

17 Q. What is it?

18 A. It's an email.

19 Q. Between whom?

20 A. Anderson and myself and Mr. Avenatti.

21 MR. DALACK: Your Honor, I'd like to move into
22 evidence, offer into evidence what's been marked as LJ1.

23 THE COURT: Any objection?

24 MR. PODOLSKY: Just a second, your Honor.

25 No objection, your Honor.

MloWave6

Janklow - Cross

1 THE COURT: Admitted.

2 (Defendant's Exhibit LJ1 received in evidence)

3 MR. DALACK: Please publish to the jury.

4 Q. What's the date of this email, Mr. Janklow?

5 A. March 12, 2018.

6 Q. And is there anything that's significant to you about that
7 date?

8 MR. PODOLSKY: Objection.

9 THE COURT: Overruled.

10 Q. Mr. Janklow.

11 A. Oh. No, there's no special significance to me --

12 THE COURT: Can you speak up, please, and speak into
13 the microphone.

14 THE WITNESS: Right. Sorry.

15 A. I don't place any special attention to that date.

16 Q. OK. In March of 2018, did you know who Mr. Avenatti was?

17 A. Yes.

18 Q. And how did you know?

19 A. He was on TV and the press all the time.

20 Q. You recall that he had filed a lawsuit against Mr. Trump on
21 March 6, 2018?

22 A. Yeah, of course.

23 Q. Right. And he had gained a significant amount of press?

24 A. Of course, yeah.

25 Q. And so you were enthusiastic about being introduced to him,

MloWave6

Janklow - Cross

1 were you not?

2 A. Sure.

3 Q. And that's because you were looking to make a connection?

4 A. Because I liked him. I believed in what he was doing.

5 Q. And you wanted to publish a book with him, did you not?

6 A. At that time I wasn't thinking that. I was just -- I mean
7 Anderson and I have conversations where we introduce each other
8 to interesting people. So he was an interesting person.

9 Q. Well, did Mr. Cooper tell you why he was introducing
10 Michael to you?

11 A. He said he was -- I mean I'm paraphrasing, but he said he
12 was a dynamic, energetic guy and thought I'd like him and
13 thought there might be a book in it.

14 Q. Thought there might be a what?

15 A. A book.

16 Q. A book?

17 A. And that he was representing Stormy Daniels and there might
18 be a book in that.

19 Q. Might be a book in that. So Mr. Cooper introduced you to
20 Mr. Avenatti for the purposes of connecting you about book
21 deals, right?

22 A. Partially, yes.

23 Q. This was a professional connection, was it not?

24 A. Yes.

25 Q. OK. And you were very into it?

MloWave6

Janklow - Cross

1 A. Yeah. I was very curious.

2 Q. Now, do you recall that the same day Mr. Avenatti emailed
3 you back with his phone number?

4 A. I do not recall that.

5 MR. DALACK: OK. Could we pull up what's been marked
6 as LJ2, please.

7 Q. Mr. Janklow, do you recognize the document on your screen?

8 A. I do.

9 Q. OK. What is it?

10 A. It is an email.

11 Q. Who's it between?

12 A. It's between Michael Avenatti, myself, and Anderson.

13 MR. DALACK: Your Honor, I'd like to introduce this
14 into evidence as Defense Exhibit LJ2.

15 MR. PODOLSKY: Objection. Relevance.

16 THE COURT: Sustained.

17 BY MR. DALACK:

18 Q. Does this refresh your recollection that on March 12, 2018,
19 Mr. Avenatti gave you his cell phone number?

20 MR. PODOLSKY: Objection.

21 THE COURT: Overruled.

22 A. Yes.

23 Q. And that same day, on March 12, 2018, you began texting
24 with Mr. Avenatti, did you not?

25 A. I don't know.

MloWave6

Janklow - Cross

1 MR. DALACK: Can we please pull up for the witness
2 what's been marked as DX R1, please.

3 Q. Mr. Janklow, do you recognize the document on your screen?

4 A. It looks like a text exchange with me -- and I don't know
5 who the other person is. I assume it's Mr. Avenatti. I don't
6 know.

7 Q. OK. Well, does this refresh your recollection that you and
8 Mr. Avenatti exchanged text messages on March 12, 2018?

9 A. Yes, we did. Yes.

10 Q. OK. And the text messages that you exchanged on March 12,
11 2018, were about a book deal, right?

12 THE COURT: Can we take this document down, please.

13 A. I don't -- I didn't get introduced to Michael Avenatti on
14 the 12th and start making a book deal for anybody on the 13th.

15 MR. DALACK: OK. Could we please pull up --

16 Q. When you and Mr. Avenatti began texting on March 12 --

17 A. Yes.

18 Q. -- isn't it true that you immediately texted him
19 information for two different publishers, one from Holt and one
20 from Macmillan?

21 A. I don't recall.

22 MR. DALACK: OK. Can we please pull up for the
23 witness what's been marked as Defense Exhibit R1.

24 Q. Mr. Janklow, I just have to ask you. When you testified
25 earlier that you reviewed text messages and emails in advance

MloWave6

Janklow - Cross

1 of your testimony today, was that true?

2 MR. PODOLSKY: Objection, your Honor.

3 THE COURT: Sustained.

4 Mr. Dalack, move on to your next question, please.

5 BY MR. DALACK:

6 Q. Looking at the document on your screen, Mr. Janklow, does
7 this refresh your recollection that the very next day, March
8 13, 2018, you sent Mr. Avenatti the contact information and a
9 date and time for a meeting with two different publishers?

10 A. It looks like I did, yeah.

11 Q. That's not the question, Mr. Janklow. I'm sorry. Does
12 this refresh your recollection that you did or did not share
13 that information with him?

14 A. It refreshes my -- yeah, it refreshes my recollection.

15 Q. And in fact, you and Mr. Avenatti, on March 13, 2018, had
16 meetings with two different book publishers, right?

17 A. It looks that way. I don't recall being so fast, but it
18 looks that way here, yes.

19 Q. OK. Looking at this document, does this refresh your
20 recollection that that meeting occurred?

21 A. It refreshes it, yes.

22 Q. OK. And it refreshes your recollection that the meeting
23 happened?

24 A. It was booked.

25 THE COURT: Let's take the document down, please.

MloWave6

Janklow - Cross

1 MR. DALACK: Thank you, your Honor.

2 Q. Who was Holt publisher?

3 A. A different publisher from, from St. Martin's.

4 Q. OK.

5 A. One of many.

6 Q. And St. Martin's is a division of Macmillan?

7 A. Yes, which is owned -- yes.

8 Q. OK. And --

9 A. Holt is another imprint at Macmillan.

10 Q. So, I don't understand that, actually. Can you explain
11 that to me?

12 A. Sure. There are conglomerates that own multiple
13 publishers. So you can sometimes sell books to different
14 publishers within the same conglomerate group.

15 Q. And the purpose of --

16 THE COURT: Explain that by example. I take it
17 Macmillan here is the sort of conglomerate --

18 THE WITNESS: Correct.

19 THE COURT: -- highest level company.

20 THE WITNESS: It's the umbrella company that owns
21 multiple publishers, and they act either semiautonomously or
22 autonomously within that umbrella.

23 THE COURT: And St. Martin's was one of the imprints,
24 one of the publishers within Macmillan?

25 THE WITNESS: Correct.

MloWave6

Janklow - Cross

1 THE COURT: And Holt was as well?

2 THE WITNESS: Correct.

3 THE COURT: OK. Thank you.

4 BY MR. DALACK:

5 Q. And the purpose of these meetings with Holt and Macmillan
6 or St. Martin's was to discuss a book deal for Ms. Daniels,
7 correct?

8 A. Correct.

9 Q. That's what Mr. Avenatti seemed to be interested in, right?

10 A. Yes.

11 Q. And so you were making a pitch both to Holt and to St.
12 Martin's Press, right?

13 A. Yes.

14 Q. For Ms. Daniels's memoir?

15 A. Yes.

16 Q. And that was the day after Mr. Anderson Cooper introduced
17 you to Mr. Avenatti?

18 A. Yes.

19 Q. Then on March 14, 2018, you received a communication from
20 Sally Richardson, right?

21 A. I have to see it. It was three years ago, four years ago.
22 I have to see it.

23 MR. DALACK: OK. Can we please pull up for the
24 witness what's been marked for identification purposes only as
25 Defense Exhibit R1.

MloWave6

Janklow - Cross

1 Q. Look at the bottom of the page, Mr. Janklow.

2 A. Yes.

3 Q. Does this refresh your recollection that Sally Richardson
4 expressed interest --

5 A. It does, yes.

6 Q. -- in the book deal?

7 And she did, didn't she?

8 A. Yes.

9 Q. OK. And at that point, because Ms. Richardson had
10 expressed interest, Holt backed out, right?

11 A. I don't recall, but that would be normal.

12 Q. And why would that be normal?

13 A. Because it's a sister company, and often they do that.

14 Q. As a courtesy, or why?

15 A. Because they don't want to compete internally.

16 Q. OK.

17 A. Sometimes they do, sometimes they don't.

18 Q. And that wasn't unusual to you?

19 A. No.

20 Q. And --

21 THE COURT: Can you take the document down, please.

22 Q. -- Ms. Richardson came out pretty strong on March 14, 2018,
23 with a proposed book contract for a million dollars to include
24 the writer's fee of approximately a quarter million, right?

25 A. At the time it was a thought, yes.

MloWave6

Janklow - Cross

1 Q. Right. So let's just break that down. Ms. Richardson's
2 initial position, within a day of meeting you and Mr. Avenatti,
3 was to provide a -- or to seek a contract for a book deal with
4 Ms. Daniels for a million dollars with 250,000 going to the
5 ghost writer, correct?

6 A. Something like that.

7 Q. So, I'm no mathematician either, but that would mean that
8 of the million dollars, Ms. Daniels would keep 750, right?

9 A. If, in fact, the author was paid a quarter of million.

10 Q. If, in fact, the writer was paid a quarter of a million --

11 A. Correct.

12 Q. -- those terms?

13 A. Correct.

14 Q. And that's what Ms. Richardson proposed?

15 A. Correct.

16 Q. And Ms. Richardson was also interested in a pretty
17 fast-track publication schedule, was she not?

18 A. It was the biggest story in the country. It was on TV
19 every night, all day long. Any publisher would have been
20 interested.

21 Q. I'm saying she was interested in a fast-track publication
22 schedule, was she not?

23 A. Yes, to seize the moment.

24 Q. And she wanted something published by the summer, right?

25 A. I don't recall if she said the summer, but I know she

MloWave6

Janklow - Cross

1 wanted it fast.

2 Q. OK. And on March 15, 2018, you had a conversation with Mr.
3 Avenatti about the financial terms, do you remember that?

4 A. I do not. I need to --

5 MR. DALACK: OK. Can we please pull up for the
6 witness what's been marked as Defense Exhibit R2.

7 Q. Can you look at the bottom of the page, Mr. Janklow?

8 A. Yes.

9 Q. OK. What are we looking at here?

10 A. A conversation between me and Mr. Avenatti.

11 Q. OK. About what?

12 A. A potential book deal for Stormy.

13 MR. DALACK: Your Honor, I'd like to move Defense
14 Exhibit R2 into evidence.

15 THE COURT: Any objection?

16 MR. PODOLSKY: Relevance and scope, your Honor.

17 MR. DALACK: Your Honor, this whole case is about --
18 sorry.

19 THE COURT: Stop. Thank you.

20 Sustained.

21 BY MR. DALACK:

22 Q. Mr. Janklow, looking at the bottom of this page, does this
23 refresh your recollection that after the offer from
24 Ms. Richardson, you and Mr. Avenatti discussed alternative
25 financial terms?

MloWave6

Janklow - Cross

1 MR. PODOLSKY: Objection, your Honor.

2 THE COURT: Overruled.

3 A. I would not characterize this as a discussion. I would
4 characterize it as me listing the terms.

5 Q. OK. And does this refresh your recollection that
6 Ms. Richardson was not adverse to discussing different
7 financial terms but that they needed to have a meeting ASAP?
8 Right?

9 A. She wanted to meet Stormy. She wanted to have some kind of
10 interaction with the subject.

11 Q. Right. And that interaction could have been in person,
12 right?

13 A. Could have.

14 Q. Or it could have been over video?

15 A. Yup.

16 Q. Ms. Richardson was interested in just meeting with Stormy
17 any way, right?

18 A. Was -- it was hinging on that. She was not going to make a
19 deal without meeting her in some way.

20 Q. Of course. OK. And then in the --

21 MR. DALACK: Please take this down.

22 Q. When you and Mr. Avenatti were discussing Ms. Richardson's
23 deal, didn't Mr. Avenatti propose to you an alternative
24 financial arrangement?

25 A. With -- I think with regard to the writer's fee, yes.

MloWave6

Janklow - Cross

1 Q. Mr. Avenatti was interested in having the writer's fee come
2 from the publisher, not out of Stormy's book advance, right?

3 A. Yes.

4 Q. And Mr. Avenatti's proposal was to have the advance to
5 Stormy be \$800,000, right?

6 A. Yes.

7 Q. With the writer's fee to be covered by the publisher,
8 right?

9 A. Well, paid by -- paid out by the publisher.

10 Q. Paid out by the publisher, so I guess what I'm trying to
11 say, Mr. Janklow, is not withheld from the 800,000. Right?

12 A. All the money's coming from the publisher. The publisher's
13 paying for the writer no matter what. All this was a question
14 of who mechanically paid the writer, either the publisher or
15 the subject.

16 Q. Let's just back up for a second. Under the terms
17 Ms. Richardson initially proposed, it was a million dollars
18 with \$250,000 to be paid out from that money, the advance to
19 Ms. Daniels, to the ghost writer, right?

20 A. Potentially.

21 Q. Potentially.

22 A. No one knew how much it was going to cost, but the fee for
23 the writer was going to come out of the advance.

24 Q. And Mr. Avenatti's proposal was for the fees for the writer
25 to be paid separately by the book publisher and for Ms. Daniels

MloWave6

Janklow - Cross

1 to get \$800,000, right?

2 A. To be reduced by that amount. Yes. Yes. Yes.

3 Q. Going back to my question, Mr. Avenatti's proposal was for
4 the book publisher to cover the writer's costs, right?

5 A. Yes.

6 Q. And for Ms. Daniels to receive \$800,000 without any of that
7 money going to the ghost writer, correct?

8 A. Correct.

9 Q. OK. With a \$250,000 advance initial payment up front,
10 right?

11 A. Upon signing the agreement, yes.

12 Q. Upon signing the agreement, no questions asked, right?

13 A. Lots of questions asked.

14 Q. I'm saying as far as there didn't have to be a single word
15 of the book written, right?

16 A. No. Because that's -- writer wouldn't have been hired by
17 then.

18 Q. Right. So Mr. Avenatti's proposal was to have Ms. Daniels
19 receive a quarter of a million dollars up front simply by
20 signing the book contract, right?

21 A. No, it was not Mr. Avenatti. It was my boilerplate with my
22 company, my lawyers.

23 Q. OK. And you took that back to Ms. Richardson, right?

24 A. I informed her of it.

25 Q. OK. And then on March 19, 2018, you actually had a video

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Janklow - Cross

1 call with Ms. Daniels, Mr. Avenatti, Sally Richardson from St.
2 Martin's Press, and a woman named Tracey Guest, is that
3 correct?

4 A. Correct.

5 Q. Who is Tracey Guest?

6 A. A senior executive in publicity at St. Martin's.

7 Q. And Mr. Avenatti brought Stormy Daniels to that call,
8 right?

9 A. He helped arrange the call, yeah.

10 Q. He wasn't there by himself, was he?

11 A. No.

12 Q. OK.

13 A. Stormy was there. It was the point of the call.

14 Q. I'm sorry, sir?

15 A. The point of the call was to have Stormy there.

16 Q. Right.

17 During that call, isn't it true that Ms. Richardson
18 expressed concern that unique information that would form the
19 substance of Ms. Daniels's book could be prematurely leaked to
20 the press and, therefore, devalue their investment?

21 A. I'm not sure that's how she characterized it, but it is
22 standard practice, when a publisher's paying seven figures for
23 a book, that they want to maximize the value and keep as much
24 away from the public so that there's an appetite built for when
25 the book comes out.

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Janklow - Cross

1 Q. Thank you.

2 Bringing you back to my question with respect to
3 Ms. Richardson, during that call, she expressed concern that
4 the information that they would be taking a proprietary
5 interest in could be prematurely leaked to the press and,
6 therefore, devalue a book investment, right?

7 A. She wanted her to have a press blackout.

8 Q. What does that mean?

9 A. That she didn't -- that she did not talk to the press until
10 her book, any further until the book came out.

11 Q. OK. And on that call, Ms. Richardson was reassured by Mr.
12 Avenatti that he would do everything he could to make sure that
13 whatever investment that was made by St. Martin's Press would
14 be protected, right?

15 A. I believe so.

16 Q. That he would work with you and with St. Martin's Press to
17 make sure that any contracting made with Ms. Daniels, she would
18 honor it, right?

19 A. Yes.

20 Q. OK. And Ms. Richardson was reassured by Mr. Avenatti's --

21 MR. PODOLSKY: Objection.

22 Q. -- promises, right?

23 MR. PODOLSKY: Objection, your Honor.

24 THE COURT: Sustained.

25 BY MR. DALACK:

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Janklow - Cross

1 Q. It seemed to you that Ms. Richardson was reassured by Mr.
2 Avenatti?

3 MR. PODOLSKY: Objection, your Honor.

4 THE COURT: Sustained.

5 BY MR. DALACK:

6 Q. You were on that video call, were you not, Mr. Janklow?

7 A. I was.

8 Q. And you observed all the other participants on that call?

9 A. Yes.

10 Q. And in observing those other participants, did you observe
11 that Ms. Richardson appeared to be reassured by Mr. Avenatti's
12 promises that Ms. Daniels would honor the book contract?

13 MR. PODOLSKY: Objection, your Honor.

14 THE COURT: Sustained.

15 BY MR. DALACK:

16 Q. At the conclusion of that video call, did Ms. Richardson
17 say anything to you about Mr. Avenatti's involvement?

18 MR. PODOLSKY: Objection, your Honor.

19 MR. DALACK: Your Honor, I'm not offering it for the
20 truth of the matter asserted, just for Ms. Richardson's state
21 of mind and for the witness's state of mind.

22 THE COURT: Overruled.

23 You may answer.

24 A. I don't remember.

25 Q. Didn't see seem enthusiastic about Mr. Avenatti being

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Janklow - Cross

1 involved?

2 A. Sally's always enthusiastic.

3 Q. That wasn't my question, Mr. Janklow.

4 On this particular occasion, did she seem to you to be
5 enthusiastic about Mr. Avenatti's participation?

6 A. She had both the people on the call who were part of this
7 huge presence in the culture. So yes, she was pleased.

8 Q. Now, on March 20, 2018, you continued to communicate with
9 Mr. Avenatti about this deal, right?

10 A. I would assume -- yes, we talked about it until -- we
11 talked about it consistently.

12 Q. In fact, you had indicated to Mr. Avenatti that you were
13 moving towards the close that we want, right?

14 A. Yes.

15 Q. But at some point, Ms. Richardson had sent you a lot of
16 questions, did she not?

17 A. About publicity, yes.

18 Q. About publicity, right?

19 A. Yes.

20 Q. And Ms. Richardson expressed to you that she was getting a
21 lot of heat from her legal department, right?

22 MR. PODOLSKY: Objection, your Honor. Hearsay.

23 THE COURT: I'll allow it not for the truth.

24 You can answer.

25 THE WITNESS: I'm sorry?

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Janklow - Cross

1 THE COURT: You can answer.

2 A. I don't recall.

3 MR. DALACK: You don't recall? OK. Can we please
4 pull up for the witness what's been marked as Defense Exhibit
5 5, R5 for identification purposes.

6 I'm sorry, Mr. Janklow.

7 Can we please pull back up for the witness what has
8 been marked as DX R5.

9 Q. Do you recognize this document, Mr. Janklow?

10 A. It looks like a text conversation of mine, yes.

11 Q. And who is the text conversation with?

12 A. Looks like Michael.

13 MR. DALACK: OK. Your Honor, I'd like to move into
14 evidence, offer into evidence Defense Exhibit R5.

15 THE COURT: Any objection?

16 MR. PODOLSKY: Yes, your Honor. Relevance.

17 THE COURT: I'll allow it. Go ahead. Admitted.

18 (Defendant's Exhibit R5 received in evidence)

19 MR. DALACK: Thank you. Please publish to the jury.

20 Q. Starting at the top, Mr. Janklow, please read while I --
21 follow along silently while I read aloud: "Yo, call when you
22 can for update."

23 THE COURT: Mr. Dalack, you're not going to read the
24 whole page, are you?

25 MR. DALACK: No. I promise I'm not.

MloWave6

Janklow - Cross

1 THE COURT: OK.

2 BY MR. DALACK:

3 Q. "We are moving towards the close we want," right? See
4 that, Mr. Janklow?

5 A. Yes. Oh, yes.

6 Q. What does it mean "we are moving towards the close we
7 want"?

8 A. Means the negotiation is coming to an end.

9 Q. OK. And the next line: "Sally sent me a note with lots of
10 questions aimed at the narrative." What is that in reference
11 to?

12 A. Sally and I discussing what the story's going to be.

13 Q. OK. And going to the middle of that highlighted portion:
14 "She is certainly get a lot of heat from her legal department.
15 Pussy squares at the highest order, in essence, I said." What
16 is that in reference to?

17 A. The bureaucratic side of the publishing process. Business
18 affairs, the dreaded business affairs.

19 Q. What did you mean by "pussy squares of the highest order"?

20 A. Meaning that they are really belt and suspenders-type
21 characters and often make things very difficult.

22 Q. And what was -- from your understanding, what was the
23 concern that St. Martin's Press legal department had in
24 entering into a contract with Ms. Daniels?

25 A. They were clearly concerned about the publicity side.

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Janklow - Cross

1 Q. Can you explain that more, please?

2 A. I'm not sure I can, because I'm not in their head, but that
3 was -- the only point of contention during the whole
4 negotiation was the publicity.

5 Q. And what about the publicity?

6 A. Maintaining radio silence to maximize investment.

7 Q. OK. And when you say maintaining radio silence to maximize
8 investment, why is that so important?

9 A. Because they're paying a million dollars for a book, and
10 they don't want the book -- didn't -- fundamentally important
11 parts of the narrative of the book to be exposed on TV or in
12 the newspaper, that they were --

13 Q. They were --

14 A. They feel they're buying that story.

15 Q. Let's just put it in blunt terms. They were afraid or they
16 seemed to be afraid and concerned that Ms. Daniels would
17 discuss information and aspects of her life that were going to
18 go into the book before the book was published, right?

19 A. Correct.

20 Q. And if she did that, it would devalue their investment,
21 right?

22 A. In their minds, yes.

23 Q. OK. Now, can you look where the sentence begins with
24 "lastly." "Lastly she asked about why you wanted to close so
25 fast and I said because he's smart and wants this done and

MloWave6

Janklow - Cross

1 dusted before the Sunday show catapults her deeper and farther
2 into the news cycle"; those are your words, right?

3 A. Yes.

4 Q. And "she" is Ms. Richardson, correct?

5 A. Yes.

6 Q. And "why you wanted," you're speaking to Mr. Avenatti,
7 right?

8 A. Yes.

9 Q. So Sally was inquiring why Mr. Avenatti wanted to close so
10 fast, right?

11 A. Correct.

12 Q. You referred to Mr. Avenatti as a brilliant tactician and
13 applauded getting the deal done as soon as possible, did you
14 not?

15 A. I was referring to his smart assumption -- a smart noticing
16 that when she did 60 Minutes on Sunday, her presence was going
17 to explode in the world.

18 Q. That's --

19 A. That's what -- we're saying Sunday show; that refers to 60
20 Minutes.

21 Q. That's the upcoming 60 Minutes show, right?

22 A. Correct.

23 Q. He wanted to get this locked in before that, is that right?

24 A. Correct.

25 Q. So there would be some control from the book publisher as

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1 to what was shared on 60 Minutes, correct?

2 MR. PODOLSKY: Objection.

3 THE COURT: Sustained.

4 All right. We're going to stop there for the day, it
5 being 3:00, ladies and gentlemen.

6 A couple reminders.

7 First, continue to keep an open mind. Again, you've
8 heard only a portion of the testimony of one witness, so you've
9 got to keep an open mind until you've heard all of the
10 evidence.

11 Do not talk about the case with anyone, among
12 yourselves, with your family, friends, employers. Don't talk
13 about or communicate in any way, shape or form about the case.

14 Don't do any research about the case. As I told you,
15 if you happen to come across or hear anything on the news that
16 pertains to the case or anyone involved in the case, turn the
17 page, close the browser, turn off the station, whatever you
18 need to do. It's your obligation to ensure you're not exposed
19 to anything about it while you're sitting as a juror in this
20 case.

21 We will resume tomorrow at the same time, so please be
22 in the jury room by 8:30 or 8:45 at the latest. We'll stick
23 with the same schedule we did today. I thank you all again for
24 your punctuality this morning and enabling us to get started
25 promptly. Hopefully we can do the same tomorrow.

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1 With that, stay safe and healthy. I wish you a
2 pleasant afternoon and evening. You are excused.

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1 (Jury not present)

2 THE COURT: You may be seated.

3 Mr. Janklow, you're excused for the evening, in a
4 moment. One second. There was a binder that you were given,
5 so you can leave it on the witness stand, please.

6 You're now on cross-examination, so one of the rules
7 is that you're not permitted to speak with any representatives
8 of the government, prosecutors or their assistants. You can
9 regarding purely logistical issues, about where you need to be
10 and when, but you probably don't need to do that because you
11 should be in this courtroom tomorrow no later than 9:00, ready
12 to go.

13 Counsel, if we need to discuss anything at nine, the
14 witness can be in the room out there, but otherwise, he should
15 be ready to go when we're ready to proceed with the jury.

16 With that, I wish you a pleasant afternoon and
17 evening, and we'll see you tomorrow.

18 THE WITNESS: Thank you.

19 MR. BAUM: Judge, before the witness is excused, may I
20 add a request to what you just told the witness?

21 THE COURT: You may.

22 MR. BAUM: Clearly, I agree with you and there's
23 Supreme Court law that he is not supposed to discuss his
24 testimony with the government, but he is also here with his
25 lawyers, and he is not to discuss his testimony with his

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1 personal lawyers.

2 MR. PODOLSKY: We object to that, your Honor. I have
3 had this requested at numerous trials, and it's been denied
4 every time. He has counsel, and he's certainly welcome to
5 speak to his own attorney for his counsel.

6 THE COURT: I think that is the law.

7 Mr. Baum, do you have any authority that would support
8 it?

9 MR. BAUM: Yes, Judge, I do. This is from *Perry v.*
10 *Leeke*, which is 488 U.S. 272.

11 THE COURT: Can you sit down, Mr. Baum.

12 MR. BAUM: Yes.

13 THE COURT: Mr. Janklow, why don't you have a seat as
14 well.

15 MR. DALACK: *Perry v. Leeke*, 488 U.S. 272, 1989
16 Supreme Court. I quote --

17 MR. PODOLSKY: Your Honor, may we just have the
18 witness step out? I'm sure he won't leave, and we can instruct
19 him. I don't know why he needs to hear the legal arguments on
20 this issue.

21 THE COURT: I'm not sure why. Other than boring him,
22 I'm not sure why it would matter to him. But sure.

23 Mr. Janklow, why don't you just remain -- I think
24 there's a room right outside these doors. If you could just
25 sit in there and await further instruction from someone, I'd

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1 appreciate that. Thank you.

2 THE WITNESS: OK.

3 THE COURT: We'll see you tomorrow morning.

4 THE WITNESS: OK.

5 (Witness not present)

6 MR. BAUM: Well, Judge, he's not leaving until our
7 argument is complete, is that correct?

8 THE COURT: Correct. He's just sitting in the room
9 outside so he's not going to be present for this discussion.

10 MR. BAUM: Thank you.

11 THE COURT: All right. Go ahead.

12 MR. BAUM: Judge, I'm going to quote from *Perry v.*
13 *Leeke*.

14 THE COURT: Can you give me the citation again.

15 MR. BAUM: Yes. 488 U.S. 272 (1989).

16 Judge, I'm not sure it's a direct quote, but I'm going
17 to characterize their decision, if I may. I don't want to say
18 it's a direct quote. When I took my notes, I didn't put it in
19 quotations.

20 THE COURT: All right. What page are we on?

21 MR. BAUM: I believe this is 282, 281-282.

22 THE COURT: OK. Go ahead.

23 MR. BAUM: The reason for the rule is one that applies
24 to all witnesses, not just defendants. It is a common practice
25 for a judge to instruct the witness not to discuss his or her

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1 testimony with third parties until the trial is completed.
2 Such nondiscussion orders are a corollary of the broader rule
3 that witnesses may be sequestered to lessen the danger that
4 their testimony will be influenced by hearing what other
5 witnesses have to say and to increase the likelihood that they
6 will confine themselves to truthful statements based on their
7 own recollection.

8 Here's the key part, Judge: It is entirely
9 appropriate for a trial judge to decide, after listening to the
10 direct examination of any witness, whether the defendant or a
11 nondefendant, that the cross-examination is more likely to
12 elicit truthful responses if it goes forward without allowing
13 the witness an opportunity to discuss -- excuse me, an
14 opportunity to consult with third parties, including his or her
15 lawyer.

16 THE COURT: Mr. Podolsky.

17 MR. PODOLSKY: Yes, your Honor.

18 Defense counsel failed to raise this this morning, so
19 I wasn't armed with the cases that I've been armed with in the
20 past when I've argued this, but each and every time a trial
21 judge has denied this request, in part, based directly on the
22 language Mr. Baum just referenced. There is no obligation to
23 prevent a witness from speaking with his attorney. There is no
24 indication that he would not have truthful testimony. The man
25 is testifying under oath in a federal trial, and there's simply

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1 no basis to preclude him from speaking to his own attorney
2 overnight.

3 MR. BAUM: Judge, it would be particularly disturbing
4 if the lawyer were present in the courtroom to hear the
5 testimony of other witnesses, which would allow --

6 THE COURT: Mr. Baum, there hasn't been any other
7 witness.

8 MR. BAUM: OK. I'm just saying that presence in the
9 courtroom and allowing someone to hear the direct and
10 cross-examination and the lawyer then guides his own personal
11 client through what might be the cross tomorrow morning would
12 be in violation of *Perry v. Leeke*.

13 THE COURT: All right. I'll tell you what.

14 Mr. Podolsky, since it sounds like you have case
15 citations at the ready in your office. Why don't you just send
16 me a very short letter with them. In the meantime, I may look
17 it up myself.

18 For the moment, will I say that Mr. Janklow should not
19 discuss the subject, substance of his testimony with anyone,
20 including his own counsel. If I change my mind on that, I'll
21 issue an order to that effect and his counsel --

22 Is his counsel present?

23 MR. PODOLSKY: Yes, your Honor.

24 THE COURT: All right. You'll see an order confirming
25 or reversing that, and then you can proceed accordingly, but

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1 for the moment, he should not communicate about the substance
2 of his testimony with anyone, including counsel.

3 And Mr. Podolsky, I'll look for those citations as
4 quickly as you can get them to me.

5 MR. MEISTER: Your Honor, just in case --

6 THE COURT: Sorry. You need to put your mask on, but
7 if you want to step forward and step into the Plexiglas box,
8 then you may remove it and speak into the microphone and
9 identify yourself.

10 MR. MEISTER: Thanks, Judge. David Meister from
11 Skadden Arps for Mr. Janklow.

12 Just in case it's necessary, for the record, we would
13 request the opportunity to speak with our own client this
14 evening.

15 THE COURT: I understand. And you may get that, but
16 I'd rather make sure that that's proper before I tell you that
17 you may. So for the moment, you may not, but you may get
18 contrary directions later this afternoon. All right?

19 MR. MEISTER: Yes, your Honor.

20 THE COURT: Please put your mask on before you leave
21 the box.

22 MR. MEISTER: Thank you.

23 MR. DALACK: I have a few housekeeping type things,
24 but anything the parties need to raise aside from that?

25 MR. PODOLSKY: Briefly, a note with respect to the

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1 cross-examination, your Honor.

2 Many of the objections were, in part, based on my
3 inability to understand what the relevance, for example, of the
4 state of mind of St. Martin's Press attorneys, who the witness
5 had never spoken to, is, and I raise this really to say that
6 we've had now an hour, hour and a half, maybe two hours of
7 cross-examination about contract negotiations that have really
8 nothing to do with the issues at stake in this case. We did
9 not anticipate that length of cross. If we're going to have
10 cross on these, frankly, irrelevant matters that are lengthy,
11 we are going to go beyond a week and longer than our estimate.

12 THE COURT: Understood. You can make objections as
13 you see fit. I was giving Mr. Dalack some latitude. I think
14 given the nature of the direct testimony, I think some
15 allowance for testimony regarding Mr. Avenatti's involvement in
16 the negotiations, his role with respect to Ms. Daniels. This
17 frustration with Ms. Daniels -- at least to publicity issues,
18 etc. -- was fair game. So that explains it, but as you may
19 have heard, I did tell Mr. Dalack at one point to bring it to a
20 close and move on, since I think he had established the point
21 and we didn't need to continue on it.

22 Anything else from the government?

23 MR. PODOLSKY: No, your Honor. Just wanted you to be
24 aware of that.

25 THE COURT: Mr. Dalack.

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1 MR. DALACK: Yes, Judge. And I just want to bring
2 this to the Court's attention.

3 Shortly before I began my cross-examination of Mr.
4 Janklow, the government provided me with a rather insubstantial
5 but nevertheless impeachment 3500 material concerning the
6 meeting they had with Mr. Janklow today, on January 24, 2022.
7 I'm not prepared to say that this has prejudiced my ability to
8 cross-examine Mr. Janklow.

9 THE COURT: Mr. Dalack, 3500 requires them to disclose
10 it by conclusion of the direct testimony. It sounds like
11 they've complied with that. You have all night to prepare.
12 I'm not concerned.

13 MR. DALACK: OK. I just wanted to bring it to the
14 Court's attention.

15 THE COURT: Very good.

16 A couple things on my end.

17 First of all, I don't think I have a defense exhibit
18 list. I have an index to the binder, which just has sort of
19 category by category, but I have to say that the defense
20 exhibit numbering is -- I've never seen anything like it. It's
21 not standard practice, and it seems utterly confusing since
22 we're using as exhibit numbers the page numbers of the
23 documents rather than individually labeled. Under my rules,
24 they should be individually labeled with exhibit labels so that
25 it's clear what the exhibit is. I'd like you to fix that. I'd

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1 like an exhibit list with individually itemized exhibits so
2 that I can keep track of what has been admitted. So I expect
3 to see that relatively shortly.

4 No. 2, the parties did or the government complied with
5 the new mask policy with respect to the first couple witnesses.
6 I don't know that I had gotten submissions with respect to
7 counsels' compliance. So for tomorrow, please make sure you
8 submit to my chambers evidence that you're in compliance and
9 will either test negative or have a verifiable case of Covid
10 within the last 90 days in accordance with the order that I
11 entered on Friday. If we overlooked it, I'll take another
12 look, but please email chambers.

13 I'm not docketing that. I'm not sharing it with the
14 other side. I'm just making sure that we're all in compliance,
15 and to the extent that you anticipate doing it over the course
16 of days, a reminder that you can be on an every-other-day
17 schedule.

18 Yes, Mr. Podolsky.

19 MR. PODOLSKY: And not to belabor it, but the
20 logistics, for example, this morning, I believe all of us took
21 PCR tests here and were receiving the results right before the
22 trial day started. I'm just trying to figure out the right way
23 to communicate that to your Honor.

24 THE COURT: You can tell my staff that you're taking
25 tests, you've tested negative. And as officers of the court, I

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1 trust your representations on that. I just want to make sure
2 that we're in compliance. And if you did that this morning,
3 you don't need to do it again tomorrow morning. Wednesday
4 would suffice.

5 MR. PODOLSKY: Thank you, your Honor.

6 THE COURT: Just make sure that you dot those I's and
7 cross those T's by letting us know.

8 A couple of exhibits that were displayed seemed to
9 have emails and phone numbers, including, for example,
10 Ms. Clifford. Obviously if it's relevant for the trial; that's
11 one thing, but I am concerned, particularly given the
12 high-profile nature of those involved in this case, that that
13 sort of personal information shouldn't necessarily be revealed
14 to the public. Some of those things were redacted in real
15 time. Please take tonight to make sure all that stuff is
16 redacted. And any information of that sort that remains should
17 be relevant to the issues in the case, and otherwise it should
18 be redacted.

19 Witnesses for tomorrow, and let's talk about the
20 two-way video, how we're going to do that. I was sort of
21 hoping that we would be able to start with her tomorrow morning
22 and thereby deal with, avoid any delay in setting up the video.
23 I also recognize she's on, if not West Coast time, a couple
24 hours behind.

25 What's the government's thought on this?

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1 MR. PODOLSKY: Your Honor, I think I can tell you what
2 we're expecting to do, but it may be helpful for us to send an
3 email in a couple hours, because due to the length today, we
4 might switch things a little bit. Our anticipated witness
5 order was Justin Ellard, Jessica Volchko, and Judy Regnier.
6 There's a possibility that we will switch Mr. Macias to
7 tomorrow morning because he had have to travel here, and based
8 on today, we're already anticipating things going a little
9 longer than we had hoped. But if it would be all right, your
10 Honor, we'll email you by close of business today for the
11 confirmation of the witness order.

12 THE COURT: All right. And because I told the
13 gentleman presiding over the due process hearing that involved
14 Mr. Brewster I'll give him an update on scheduling and
15 Mr. Brewster's need to be here, any better sense of when
16 Ms. Daniels or Ms. Clifford is likely to testify?

17 MR. PODOLSKY: Our best guess would be Wednesday into
18 Thursday.

19 THE COURT: All right. If you can let us know by
20 email, talking to counsel obviously, by close of business today
21 your anticipated schedule of witnesses tomorrow and also
22 perhaps how you would propose to handle the two-way video
23 timing, that would be helpful.

24 MR. PODOLSKY: Yes, your Honor.

25 THE COURT: Anything else from either side?

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1 From the government.

2 MR. PODOLSKY: No, your Honor.

3 THE COURT: From the defense.

4 MR. DALACK: No, your Honor.

5 THE COURT: All right. In that case, please be in the
6 courtroom ready to go by nine. You can let my chambers know or
7 staff know if you have issues to discuss at nine, and I would
8 anticipate starting with the jury no later than 9:15 in the
9 morning.

10 Thank you very much. See you tomorrow.

11 (Adjourned to January 25, 2022, at 9:00 a.m.)

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